



INVITATION FOR BID

IFB 20-007

**Theatrical Acoustical Stage Curtains and Masking
at Symphony Hall and Herberger Theater Center**

Doug Hayes

**Procurement Officer
100 N 3rd Street
Phoenix, AZ 85004
Phone: (602) 495-7165**

email doug.hayes@phoenix.gov and cpz.procurement@phoenix.gov

TABLE OF CONTENTS

SECTION I – INSTRUCTIONS	3
SECTION II – STANDARD TERMS AND CONDITIONS	15
SECTION III – SPECIAL TERMS AND CONDITIONS	31
SECTION IV – DEFENSE AND INDEMNIFICATION	40
SECTION V – SCOPE	43
SECTION VI: SUBMITTALS	68
SECTION VII: EXHIBITS	84

SECTION I - INSTRUCTIONS

SECTION I – INSTRUCTIONS

Please read before continuing to the offer document. This list may not include every requirement; the purpose is to assist vendors, but vendors are expected to read and comply with the entire solicitation.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the solicitation number, and the offer opening date.
- Mailed the response in time – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.



SECTION I - INSTRUCTIONS

In accordance with the specifications and provisions contained herein, the City of Phoenix invites offers for the purchase of Theatrical Acoustical Stage Curtains, Masking, accessories and hardware at the Phoenix Convention Center and Venues including but not limited to Symphony Hall, Herberger Theater Center Stage, Herberger Theater Stage West and any additional required Curtains, accessories and hardware for a (5) five-year period commencing on or about, January 1, 2023 or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence of by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

1. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION: Vendors must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

2. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE
Written Inquiries Due Date	December 1, 2022, at 10 A.M.
Offer Due Date	December 20, 2022, at 10 A.M.
Offer Submittal - Electronically ONLY No hardcopies will be accepted. See item 11 below.	

The City reserves the right to change dates and/or locations as necessary.

3. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA: Interested Offerors may download the complete solicitation and addenda from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by

IFBIfb 20-007
 Theatrical Acoustical Stage Curtains And Masking
 At Symphony Hall And Herberger Theater Center



SECTION I - INSTRUCTIONS

calling the Procurement Officer. It is the Offeror's responsibility to check the website and verify all required information is submitted with their offer.

4. PREPARATION OF OFFER:

- 4.1. All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 4.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.
- 4.3. All time periods stated as a number of days will be calendar days.
- 4.4. It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
 - 4.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 4.4.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
 - 4.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
 - 4.4.4. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents

SECTION I - INSTRUCTIONS

submitted in response to this solicitation become the property of the City and will not be returned.

- 4.4.5. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 4.4.6. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 4.4.7. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

5. EXCEPTIONS: Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer.

6. INQUIRIES: All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented **in writing** to the procurement officer.

SECTION I - INSTRUCTIONS

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

- 7. ADDENDA:** The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.
- 8. BUSINESS IN ARIZONA:** The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.
- 9. LICENSES:** If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.
- 10. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, Offeror certifies:
 - The submission of the offer did not involve collusion or other anti-competitive practices.
 - The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
 - The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- 11. SUBMISSION OF OFFER:** The City of Phoenix will accept submittals electronically via email ONLY for this IFB process. No hardcopies will be accepted. Submit offers to the Procurement Officer doug.hayes@phoenix.gov and cpz.procurement@phoenix.gov by the date and time listed in the Schedule of Events (Offer Due Date). Late offers will not be considered. The prevailing clock will be the Department clock.

SECTION I - INSTRUCTIONS

12. WITHDRAWAL OF OFFER: At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative.

13. OFFER RESULTS: Offers will be opened on the offer due date, time and location indicated in the Schedule of Events. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a list of bidders on the City's website, <https://www.phoenix.gov/solicitations> within five calendar days of the offer opening. The City will post the information as it was received in the offer. The City makes no guarantee as to the accuracy of any information. Once the City has evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

14. PRE-AWARD QUALIFICATIONS:

14.1. Offeror must have been in operation a minimum of (10) ten-years. The Offeror's normal business activity during the past (10) ten-years will have been for providing the goods or services in this solicitation. (This information must be provided in The Submittal section, Years in Business and Customer Reference Listing of this solicitation.)

14.2. Upon notification of an award the Offeror will have 14 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

15. AWARD OF CONTRACT:

15.1. Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

15.2. Factors that may be considered by the City include:

SECTION I - INSTRUCTIONS

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts.
 - Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.
 - Safety record; or
 - Vendor history of complaints or termination for convenience or cause.
- 15.3.** Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.
- 15.4.** A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

16. SOLICITATION TRANSPARENCY POLICY:

- 16.1.** Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is canceled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.
- 16.2.** As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the

SECTION I - INSTRUCTIONS

solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members, except the designated procurement officer.

- 16.3.** Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 16.4.** With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- 16.5.** This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 16.6.** "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

17. PROTEST PROCESS

- 17.1. Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 17.2. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.
- 17.3. Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness within seven days of the date the Offeror was notified of the adverse determination.
- 17.4. Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.
- 17.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
 - Identification of the solicitation number;
 - The name, address and telephone number of the protester;
 - A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - The form of relief requested; and
 - The signature of the protester or its authorized representative.

SECTION I - INSTRUCTIONS

17.6. The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

18. PUBLIC RECORD: All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

19. LATE OFFERS: Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

20. RIGHT TO DISQUALIFY: The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the offer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation

SECTION I - INSTRUCTIONS

response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

21. EVALUATION OF COMPETITIVE SEALED OFFERS: The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

22. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

- 22.1.** Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 22.2.** Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.
- 22.3.** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
- 22.4.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
- 22.5.** The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on all information

SECTION I - INSTRUCTIONS

furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

- 22.6.** The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

SECTION II - STANDARD TERMS AND CONDITIONS

SECTION II – STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Will, Must, Shall	Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the offer without the information.
May	Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

“A.R.S.”	Arizona Revised Statute
“Buyer” or “Procurement Officer”	City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Offeror, and responsible for monitoring and overseeing the Offeror's performance under this contract.
"City"	The City of Phoenix
“Contract Administrator”	Shall refer to the contract administrator as designated by the Director.
“Contract Manager”	Shall refer to a staff member designated by the Director
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract" or “Agreement”	The legal agreement executed between the City of Phoenix, AZ and the Offeror.

SECTION II - STANDARD TERMS AND CONDITIONS

“Days”	Means calendar days unless otherwise specified.
“Deputy Director” or “Department Director”	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
“Employer”	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent Offeror, employer means the independent Offeror and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
“Offer”	Means a response from a supplier, Offeror or service provider to a solicitation request that, if awarded, binds the supplier, Offeror or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
“Offeror”	Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.
“PCCD”	Phoenix Convention Center Department
“Solicitation”	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), and request for sealed Offers or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers or quotes from suppliers.
“Suppliers”	Firms, entities or individuals furnishing goods or services to the City.
“Vendor” or “Seller”	A seller of goods or services.

SECTION II - STANDARD TERMS AND CONDITIONS

2. CONTRACT INTERPRETATION:

2.1. APPLICABLE LAW: This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

2.2. CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

- Special terms and conditions
- Standard terms and conditions
- Amendments
- Statement or scope of work
- Specifications
- Attachments
- Exhibits
- Instructions to Offerors
- Other documents referenced or included in the Solicitation

2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER: The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility

SECTION II - STANDARD TERMS AND CONDITIONS

for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and will save and hold the City harmless with respect thereto.

- 2.4. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.5. NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 2.6. PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION:

- 3.1. RECORDS:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.
- 3.2. DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

SECTION II - STANDARD TERMS AND CONDITIONS

Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job- contractor agreements or subleases of this agreement entered into by supplier/lessee.

3.3. EQUAL EMPLOYMENT OPPORTUNITY AND PAY: In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

3.3.1. For a Contractor with 35 employees or fewer: Contractor in performing under this Agreement will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action will include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that

SECTION II - STANDARD TERMS AND CONDITIONS

this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

3.3.2. For a Contractor with more than 35 employees: Contractor in performing under this Agreement will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and will adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and will ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3.3.3. Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

SECTION II - STANDARD TERMS AND CONDITIONS

- 3.3.4. Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- 3.4. LEGAL WORKER REQUIREMENTS:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
- 3.4.1.** Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
 - 3.4.2.** A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - 3.4.3.** The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- 3.5. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:
- 3.5.1.** Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
 - 3.5.2.** A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

SECTION II - STANDARD TERMS AND CONDITIONS

The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

- 3.6. COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent Contractor, the City assumes no responsibility for the Contractor's acts.

- 3.7. LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships, and limited liability companies.

- 3.8. CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

- 3.9. EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

SECTION II - STANDARD TERMS AND CONDITIONS

4. COSTS AND PAYMENTS:

- 4.1. **GENERAL:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- 4.2. **PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3. **LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 4.4. **DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5. **NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- 4.6. **FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

SECTION II - STANDARD TERMS AND CONDITIONS

- 4.7. MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- 4.8. F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.

5. CONTRACT CHANGES:

- 5.1. CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation will be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements will be in writing and contract changes will be by written amendment signed by both parties.
- 5.2. ASSIGNMENT – DELEGATION:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.
- 5.3. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

6. RISK OF LOSS AND LIABILITY:

IFBIfb 20-007
Theatrical Acoustical Stage Curtains And Masking
At Symphony Hall And Herberger Theater Center

SECTION II - STANDARD TERMS AND CONDITIONS

- 6.1. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.
- 6.2. ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- 6.3. FORCE MAJEURE:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- 6.4. LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.
- 6.5. CONTRACT PERFORMANCE:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City

SECTION II - STANDARD TERMS AND CONDITIONS

facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

- 6.6. DAMAGE TO CITY PROPERTY:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

7. CITY'S CONTRACTUAL RIGHTS:

- 7.1.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 7.2. NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature

SECTION II - STANDARD TERMS AND CONDITIONS

- under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 7.4. ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 7.5. DEFAULT:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Offer and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 7.6. COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 7.7. COST JUSTIFICATION:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- 7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

8. CONTRACT TERMINATION:

IFBIfb 20-007
Theatrical Acoustical Stage Curtains And Masking
At Symphony Hall And Herberger Theater Center

SECTION II - STANDARD TERMS AND CONDITIONS

8.1. GRATUITIES: The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

8.2. CONDITIONS AND CAUSES FOR TERMINATION:

8.2.1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

8.2.2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract.
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract.

SECTION II - STANDARD TERMS AND CONDITIONS

- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

8.3. CONTRACT CANCELLATION: All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES: In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the vendor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once your offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in a offer price.

10. TAX INDEMNIFICATION: Contractor shall, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require the same of all subcontractors, hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local

IFBIfb 20-007
Theatrical Acoustical Stage Curtains And Masking
At Symphony Hall And Herberger Theater Center

SECTION II - STANDARD TERMS AND CONDITIONS

laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

11. TAX RESPONSIBILITY QUALIFICATION: Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

12. NO ISRAEL BOYCOTT: By entering into this contract, the Contractor certifies that they are not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.

SECTION III - SPECIAL TERMS AND CONDITIONS

SECTION III – SPECIAL TERMS AND CONDITIONS

1. **FREE ON BOARD (FOB) DELIVERED:** Prices quoted will be FOB destination and delivered, as required, to the following point(s): Phoenix Convention Center Department Warehouse, 150 North 5th Street, Phoenix, Arizona 85004, Symphony Hall 75 N. 2nd Street, Phoenix, AZ 85004, or Herberger Theater 222 E. Monroe Street, Phoenix, AZ 85004. All deliveries shall be made between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday, excluding Holidays. To schedule and ensure that delivery can be accepted, contact the Contract Manager listed in Section III (10) below, at least 24 hours prior to delivery.
2. **PRICE:** All prices submitted shall be firm and fixed for the initial first year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing 30 calendar days in advance of the requested adjustment. Requests shall be accompanied with written documentation from the manufacturer confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to the procurement officer at the address on the front page of the solicitation, referencing the solicitation number. Price increases agreed to by any staff other than the Deputy Director or Department Director are invalid. The Contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase unless the price increase was specifically approved in writing by the Deputy Director or Department Director.
3. **METHOD OF ORDERING (PURCHASE ORDERS):** Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the Department. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.
4. **METHOD OF INVOICING:** Invoice must be emailed in pdf format to invoices@phoenix.gov with a copy to the Contract Manager and must include the following:
 - City purchase order number or shopping cart number.
 - Items listed individually by the written description and part number.
 - Unit price extended and totaled including amounts before and after discount(s).

SECTION III - SPECIAL TERMS AND CONDITIONS

- Quantity ordered, back ordered, and shipped.
- Invoice number and date.
- Requesting department name and "ship-to" address.
- Payment terms.
- FOB terms.
- Applicable tax.
- Remit to address.

5. METHOD OF PAYMENT: Payments to be made from Contractor's invoice, and a copy of the signed delivery invoices submitted to cover items received and accepted during the billing period. Invoices must contain the information detailed above.

6. PARTIAL PAYMENTS: Partial payments are authorized on individual written purchase orders. Payment will be made for partial deliveries made and accepted by the City. Payment will be made only for the actual amount of items or services received and accepted by the City.

7. VENDOR PROFILE CHANGES: It is the responsibility of the Contractor to promptly update their profile in [procurePHX](#). If Contractor's legal identity has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

8. COMMUNICATION IN ENGLISH: It is mandatory that the Contractor's lead person assigned to any City's facility be able to speak, read and write in English in order to communicate at the site contact.

9. LIQUIDATED DAMAGES: If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$1,000. Procurement Division may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or

IFBIfb 20-007

Theatrical Acoustical Stage Curtains And Masking

At Symphony Hall And Herberger Theater Center

SECTION III - SPECIAL TERMS AND CONDITIONS

performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence. The Deputy Director or Department Director will be the sole judge in determining the liquidated damages.

10. CONTRACT MANAGER:

Department Contact: **Michael E. DeRosa**, Assistant Production Services Manager
Department Contact Address: 100 N 3rd Street Phoenix, AZ 85004
Phone: 602-262-4058
Email: michael.derosa@phoenix.gov

11. CONTRACT ADMINISTRATOR:

Department Contact: **Doug Hayes**, Contract Specialist II
Department Contact Address: 100 N 3rd Street Phoenix, AZ 85004
Phone: (602) 495-7165
Email: doug.hayes@phoenix.gov

12. STRICT PERFORMANCE: Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

13. AUTHORIZED CHANGES: The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within thirty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Deputy Director prior to the institution of the change.

14. LICENSES AND PERMITS: Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

15. EXCLUSIVE POSSESSION: All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole

SECTION III - SPECIAL TERMS AND CONDITIONS

property of the City of Phoenix and will not be used or released by the Contractor or any other person except with prior written permission by the City.

16. SUBSTITUTION OF SPECIFIED ITEMS: Whenever in the specifications any item or process is requested or specified by manufacturer name, proprietary name or patent, such specifications shall be used for the purpose of facilitating descriptions of the item or process and shall be followed by the words "or equal." The Contractor may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City of Phoenix, equal in every respect to the specifications then the Contractor must furnish the item or material with one that in, the opinion of the City of Phoenix, is equal.

17. PRE-DELIVERY INSPECTION: On-site inspection of the first unit may be required before delivery. The City reserves the right to inspect the first unit at the factory. This pre-delivery trip does not constitute final acceptance of the product.

18. RECOVERED MATERIALS: The Resource Conservation and Recovery Act (RCRA), section 6002, requires the Environmental Protection Agency (EPA) to designate items ("designated items") that are or can be made with recovered materials. If the City uses at least a portion of federal funds to purchase over \$10,000 worth of a designated item in a given year, the City must purchase the item containing the highest percentage of recovered materials practicable. Bidders can refer to the EPA's Comprehensive Procurement Guide (CPG) for product specifications found at 40 CFR 247 or www.epa.gov/cpg/products.htm .

19. SINGLE SOURCE FOR WARRANTY WORK: Contractor shall be fully responsible for any and all warranty work. In addition, Contractor shall have or establish a single source that will accomplish or coordinate any necessary warranty work. Contractor shall respond to requests for repairs within seventy-two hours after a verbal request by the City.

20. INSPECTION AND ACCEPTANCE: Each product delivered shall be subject to a complete inspection by the Phoenix Convention Center prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten business days will be allowed for this process. If delivered items are unacceptable and returned to the Contractor prior to acceptance, an additional five business days will be allowed for inspection when subsequent delivery occurs. It shall be the Contractor's responsibility

IFBIfb 20-007
Theatrical Acoustical Stage Curtains And Masking
At Symphony Hall And Herberger Theater Center

SECTION III - SPECIAL TERMS AND CONDITIONS

to pick up unacceptable products, correct the deficiencies and return the product following the corrections.

21. PRODUCT DISCONTINUANCE: The City may award contracts for particular products and/or models of equipment as a result of the solicitation. In the event that a product or model is discontinued by the manufacturer, the City, at its sole discretion, may allow the contractor to provide a substitute for the discontinued item. Contractor shall request permission to substitute a new product or model and provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation from the manufacturer confirming the price for the replacement item.
- The Deputy Director or Department Director will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

22. REPAIR AND REPLACEMENT PARTS GUARANTEE: Following the expiration of any express or implied warranty applicable to the curtains, masking, screens and related hardware furnished to the City under this contract, Contractor agrees to supply the City (as well as its agents, representatives, contractors and hires) with in-stock repair and replacement parts carrying a full manufacturer's warranty at a cost that shall not exceed the cost it would charge if it were contracted to service or install those repair and replacement parts.

23. INDUSTRY STANDARDS: It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the IFBIfb 20-007
Theatrical Acoustical Stage Curtains And Masking
At Symphony Hall And Herberger Theater Center

SECTION III - SPECIAL TERMS AND CONDITIONS

industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production item(s): and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variation(s) if in the opinion of the Phoenix Convention Center, the basic unit meets the general intent of these specifications. The complete equipment/material Offer shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the Contractor(s) shall so notify the City prior to the Offer opening date.

24. MANUALS: All complete operating and parts manuals are to be furnished upon delivery at no additional cost to the City. Manuals and other materials shall show all curtain and associated hardware specifications and mechanical troubleshooting in paper and electronic media.

25. NEW EQUIPMENT: All items offered shall be new equipment supplied from the manufacturer. Submissions for remanufactured equipment will be considered as non-responsive and rejected.

26. NEW PRODUCT AVAILABILITY: The City intends to award contracts for specified products as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City, in its sole discretion, may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer that names the replacement product or model.

IFBIfb 20-007
Theatrical Acoustical Stage Curtains And Masking
At Symphony Hall And Herberger Theater Center

SECTION III - SPECIAL TERMS AND CONDITIONS

- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same as, or less, than the discontinued item.

27. WARRANTY: All products supplied under this contract shall be fully guaranteed by the contractor for a minimum period of (5) five-years from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the contractor (including parts and labor) without cost to the City.

28. DELIVERY TIME: To schedule and ensure that delivery can be accepted, contact the Contract Manager listed in Section III (10) above, at least 24 hours prior to delivery.

29. PALLET CHARGE: All pallets supplied shall be non-refundable, no deposit.

30. PRICE PREFERENCE FOR PRODUCTS MANUFACTURED FROM RECYCLED MATERIALS: In accordance with City policy, a preference is given to any submittal(s) offering a product manufactured from recycled products, provided that the product will perform in accordance with applicable specifications, is available within a reasonable length of time, is suitable for its intended purpose, is produced from a sufficient percentage of post-consumer waste materials, and the price for the product is not more than 10% more than the cost of the competing product made from virgin materials. If a paper product is being purchased, then the City may grant up to a 15% price preference for any paper product offered, that contains more than a 10% content of post-consumer waste materials. The additional percentage of price preference will be applied on an incremental basis. That is, a paper product with a post-consumer waste content of 11% would be granted an 11% price preference, a paper product with a 12% content would be granted a 12% price preference, and so on, up to a maximum of 15%.

SECTION III - SPECIAL TERMS AND CONDITIONS

Post-consumer waste materials are defined as only those materials that come from products generated by a consumer which have served their intended end-uses and have been separated or diverted from solid waste for the purpose of collection, recycling and disposition. Wastes generated during production of an end product are excluded. The City will be the sole judge of the suitability of any recycled products offered, and whether or not the price preference should apply.

Contractor products made from recycled materials **MUST** so state in their solicitation response.

- 31. SUSPENSIONS OF WORK:** The Department reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.
- 32. PERFORMANCE INTERFERENCE:** Contractor will notify the City's Contract Manager immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.
- 33. HAZARDOUS MATERIALS REQUIREMENTS – SDS:** Contractor shall provide a copy of the current Safety Data Sheet (SDS) for the product(s) offered. The SDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered by CAS number; no "trade secret" or otherwise defined ingredients shall be accepted by the City. The Contractor shall provide required safety and health training for City employees on each product offered and for proper product use, storage, and disposal, when requested by the City. The Contractor further agrees to accept returned empty containers for disposal purposes, if and when requested by the City. The cost for any requested training and disposal of used containers shall be included in the Offer price for the product. The Contractor shall also accept returned product that was purchased as a result of this solicitation and for which the City no longer needs the product. Returned product will be in its original container(s), unopened, and must be returned to the vendor at least 45 calendar days after the end of the project. All products must be labeled per 29CFR 1910.1200.
- 34. AIR POLLUTION EMERGENCY PROCLAMATION:** The City requires Contractors to specify in their submittal, to the extent practicable, the amount of reactive organic compounds in their products. The City requires contractors to also specify in their submittal any products with special storage requirements or special hazards such as, reactive, temperature, or shock sensitive, dangerous when wet or with other unusual hazards. Contractor should also advise the Finance Procurement Division of any

IFBIfb 20-007
Theatrical Acoustical Stage Curtains And Masking
At Symphony Hall And Herberger Theater Center

SECTION III - SPECIAL TERMS AND CONDITIONS

substitute products which contain either no reactive organic compounds or an amount less than that contained in the product(s) specified in this solicitation. This notification should be provided at least ten days prior to the opening date.

35. QUALIFICATIONS: Contractor represents that it is fully experienced and properly qualified; is in compliance with all applicable license requirements; and, is equipped, organized, and financed to provide and/or perform the goods and/or services purchased by the City pursuant to this agreement.

36. INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK: In addition to any other indemnification required by this Agreement, Contractor agrees to defend, at its own expense, and to indemnify and hold harmless the City and its officers, agents, and employees from and against all judgments, claims, damages, suits, liabilities, settlements, costs and demands, including reasonable attorneys' fees, suffered or incurred by the City as a result of any claim that the Technology Assets infringe the patents, copyrights, or other intellectual property rights of third parties, provided that Contractor is notified in writing of such claim. The City will reasonably cooperate with Contractor, at Contractor's expense, to facilitate the settlement or defense of such claim. Without limiting in any way the Contractor obligations set forth herein, if, as a result of any claim of infringement with respect to the Technology Assets, the City is enjoined from using the Technology Assets, or if Contractor reasonably believes that the Technology Assets are likely to become the subject of a claim of infringement, Contractor may, at Contractor's option and expense, (1) procure the right for the City to continue to use the Technology Assets, or (2) replace or modify the Technology Assets so as to make them non-infringing and of equal or superior functionality and capability for the purpose(s) for which the Technology Assets were provided.

The Contractor's obligation to indemnify, defend, and hold harmless the City pursuant to this subsection shall be reduced to the extent the applicable infringement is caused or alleged to be caused by the alteration or modification of the Technology Assets by the City (including its employees and contractors other than the Contractor and its subcontractors) other than in connection with the ordinary or expected use of the Technology Assets.

37. ADVERTISING: Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Agreement, the Technology Assets, or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this

SECTION III - SPECIAL TERMS AND CONDITIONS

Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

SECTION IV – DEFENSE AND INDEMNIFICATION

SECTION IV – DEFENSE AND INDEMNIFICATION

1. DEFENSE AND INDEMNIFICATION CLAUSE:

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnatee harmless for any Losses arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnatee accrues immediately at the time a claim is threatened or a claim is made against Indemnatee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnatee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnatee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnatee for losses arising from the work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

2. VENDOR’S INSURANCE:

Vendor must procure insurance against claims that may arise from or relate to performance of the work hereunder by Vendor and its agents, representatives, employees and sub-Vendors. Vendor must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees or subcontractors and Vendor may purchase additional insurance as they determine necessary.

IFBIfb 20-007
Theatrical Acoustical Stage Curtains And Masking
At Symphony Hall And Herberger Theater Center

SECTION IV – DEFENSE AND INDEMNIFICATION

2.1. SCOPE AND LIMITS OF INSURANCE: Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

2.1.1. Commercial General Liability – Occurrence Form

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The Vendor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.2. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Vendor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to (City of Phoenix Department Representative’s Name & Address & Fax Number).

2.3. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

2.4. VERIFICATION OF COVERAGE: Vendor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

SECTION IV – DEFENSE AND INDEMNIFICATION

All certificates required by this Contract must be sent directly to (**City Department Representative's Name and Address**). The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

- 2.5. **APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

SECTION V – SCOPE OF WORK

1. INTRODUCTION:

The Phoenix Convention Center and Venues hosts a diverse range of conventions, trade shows, meetings and entertainment events in one of the premier convention facilities in the United States. We are committed to delivering the highest levels of customer service and guest experience in the industry.

We enhance the economic vitality of the Downtown area, the City of Phoenix and the State of Arizona by supporting tourism related industries/businesses and cultural organizations.

The City of Phoenix invites offers for the purchase of Theatrical Acoustical Stage Curtains, Masking, accessories and hardware at the Phoenix Convention Center and Venues including but not limited to Symphony Hall, Herberger Theater Center Stage, Herberger Theater Stage West and any additional required Curtains, accessories and hardware.

INSTALLATION IS NOT TO BE INCLUDED AS PART OF THIS SOLICITATION.

2. GENERAL REQUIREMENTS:

2.1 Quality of Work:

2.1.1 Material and equipment specified herein have been selected as the basis of acceptable quality and performance and have been coordinated to function as components of the systems of which they are a part. Where a material, device, piece of equipment or system is referenced directly, the current manufacturer's specification for the same shall be considered a part of these specifications, as if completely contained herein in every detail.

2.1.2 All materials specified herein shall be new. Similar material shall be of the same manufacturer, unless specifically noted otherwise in these specifications.

2.1.3 Each curtain shall have a permanently affixed label on the offstage edge with the following information:

IFBIfb 20-007
Theatrical Acoustical Stage Curtains And Masking
At Symphony Hall And Herberger Theater Center

SECTION V – SCOPE OF WORK

- 2.1.3.1 Name of manufacturer/fabricator
- 2.1.3.2 Name of Venue
- 2.1.3.3 Finished width
- 2.1.3.4 Finished height
- 2.1.3.5 Space for piece identification information for inventory/tracking
- 2.1.3.6 Flame resistance information

2.1.4 All curtains shall have the centerline and quarter lines permanently marked on the jute webbing. The marking shall be at least one-half inch in width running the full width (top to bottom) of the webbing.

2.2 Materials:

2.2.1 All materials supplied herein shall meet the flame-retardant requirements of the City of Phoenix Fire code.

2.2.2 Grand Curtain for Symphony Hall shall be 32 oz material as described below.

2.2.3 Traveler Curtains shall be constructed from:

2.2.3.1 Symphony Hall of 32 oz Velour as described below.

2.2.3.2 Herberger Theater Center Stage of 25 oz Velour as described below.

2.2.3.3 Herberger Theater Stage West of 25 oz Velour as described below.

2.2.3.4 All leg, border, and blackout curtains to be constructed of 25 oz Velour as described below.

2.2.3.5 All leg, border, and blackout curtains shall be supplied with ties for all grommets.

2.2.4 Velour:

2.2.4.1 Velour material shall be 54" width, inside selvages, and be inherently flame retardant (IFR).

SECTION V – SCOPE OF WORK

- 2.2.4.2 Velour material shall meet the following criteria as a minimum:
- 2.2.4.3 Pile height: .125 inches
- 2.2.4.4 Pile ends per inch: 40
- 2.2.4.5 Pile tufts per inch: 40
- 2.2.4.6 Picks per inch: 32

2.2.5 All material of a given color to be of the same dye lot.

2.2.6 Pile shall all be in the same down direction on all curtains.

FOLLOWING ITEMS ARE SEPERATED BY VENUE AND MUST BE SHIPPED SEPERATLY ACCORDING TO VENUE.

SYMPHONY HALL:

3. GRAND CURTAIN SYMPHONY HALL:

- 3.1 Fabric – IFR Imperial 32 oz Velour
- 3.2 Color – Rouge
- 3.3 Quantity – 1 (2 sections)
- 3.4 Construction:

3.4.1 Curtain shall be fabricated in two (2) sections, with Fifty percent (50%) fullness. Finished dimension of each section shall be thirty-five feet (35') feet wide by thirty-five (35') feet high.

3.4.2 Each width of material used in fabrication shall extend full height of the curtain; no cross seaming shall be acceptable. Material shall be pleated vertically, with fullness as indicated above. Arrange vertical seams so they do not fall on faces of pleats. Pleats shall be twelve (12") inches on center, six (6") inch double-stitched box pleats, closed at the back, with back edges sewn together six (6") inches from top.

3.4.3 Allow one full panel of turn back material at both the leading edges and trailing edges. Bottom hems shall be doubled, with brass or galvanized #8 jack chain encased and tacked to the bottom fold of a separate chain pocket inside the hem. All hems shall be lock-stitched with #24 matching thread.

SECTION V – SCOPE OF WORK

3.4.4 Top of each section shall be reinforced with nine (9) pound jute webbing triple-stitched both sides of webbing for the length of the curtain and #2 grommets shall be set through the webbing and velour 3/4" from the top of the curtain, at the center of each pleat and at curtain ends.

3.4.5 The Grand Curtain must have a liner to prevent excessive light bleed.

4. VALANCE SYMPHONY HALL:

4.1 Fabric – IFR Imperial 32 oz Velour

4.2 Color – Rouge

4.3 Quantity – 1

4.4 Construction:

4.4.1 Curtain shall be fabricated in one (1) section, with twenty-five percent (25%) fullness. Finished dimension shall be sixty-five feet (65') wide by sixteen feet (16') high.

4.4.2 Each width of material used in fabrication shall extend full height of the curtain; no cross seaming shall be acceptable. Material shall be pleated vertically, with fullness as indicated

4.4.3 Top of the valance shall be reinforced with nine (9) pound jute webbing triple-stitched both sides of webbing for the length of the curtain and #2 grommets shall be set through the webbing and velour 3/4" from the top of the curtain, at the center of each pleat and at curtain ends

5. TRAVELER CURTAIN SYMPHONY HALL:

5.1 Fabric – IFR Imperial 32 oz Velour

5.2 Color – Black

5.3 Quantity – 2 sets (4 sections)

5.4 Construction:

5.4.1 Each Curtain set shall be fabricated containing two (2) sections, with seventy-five percent (75%) fullness. Finished dimension of each section shall be thirty-seven feet and six inches (37' 6") feet wide by thirty-five (35') feet high.

SECTION V – SCOPE OF WORK

- 5.4.2** Each width of material used in fabrication shall extend full height of the curtain; no cross seaming shall be acceptable. Material shall be pleated vertically, with fullness as indicated above. Pleats shall be twelve (12") inches on center, bow type, closed at the back, with back edges sewn together six (6") inches from top.
- 5.4.3** Allow one full panel of turn back material at both the leading edges and trailing edges. Bottom hems shall be doubled, with brass or galvanized #12 jack chain encased and tacked to the bottom fold of a separate chain pocket inside the hem. All hems shall be lock-stitched with #24 matching thread.
- 5.4.4** Top of each section shall be reinforced with nine (9) pound jute webbing triple-stitched both sides of webbing for the length of the curtain and #2 grommets shall be set through the webbing and velour 3/4" from the top of the curtain, at the center of each pleat and at curtain ends.
- 5.4.5** Rated snap hooks or "Elephant Ears" shall be provided for attaching the curtain to track carriers.

6. LEGS SYMPHONY HALL:

- 6.1** Fabric – IFR Charisma 25 oz Velour
- 6.2** Color – Black
- 6.3** Quantity – 16 sections
- 6.4** Construction:

- 6.4.1** Each curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished dimension of each of the curtains shall be sixteen (16') feet wide by thirty-eight (38') feet high.
- 6.4.2** All seams shall be vertical. Each width of material shall extend the full height of the curtain; no cross seaming will be acceptable. Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide, with brass or #12 galvanized jack chain encased and tacked to the bottom fold of separate chain pocket inside bottom. Hems shall be lock-stitched with #24 matching thread.

SECTION V – SCOPE OF WORK

- 6.4.3** Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched on both sides of the webbing for the length of the curtain, with #2 grommets set through the webbing and velour, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the section.

7. BORDER CURTAIN SYMPHONY HALL:

- 7.1** Fabric – IFR Charisma 25 oz Velour
7.2 Color – Black
7.3 Quantity – 8
7.4 Construction:

7.4.1 Curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished dimension shall be sixty-six (66') feet wide by fourteen (14') feet high.

7.4.2 All seams shall be vertical. Each width of material shall extend the full height of the curtain; no cross seaming will be acceptable. Side hems shall be four (4") inches wide; 'bottom hems shall be four (4") inches wide, with brass or #12 galvanized jack chain encased and tacked to the bottom fold of separate chain pocket inside bottom hem. Hems shall be lock-stitched with #24 matching thread.

7.4.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched both sides of the webbing and velour, with #2 grommets set through the webbing and velour, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the section.

8. SHELL MASKING SYMPHONY HALL:

- 8.1** Fabric – IFR Charisma 25 oz Velour
8.2 Color – Black
8.3 Quantity – 2
8.4 Construction:

SECTION V – SCOPE OF WORK

- 8.4.1** Each curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished dimension of each of the curtains shall be five (5') feet wide by thirty-eight (38') feet high.
- 8.4.2** All seams shall be vertical. Each width of material shall extend the full height of the curtain; no cross seaming will be acceptable. Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide, with brass or #12 galvanized jack chain encased and tacked to the bottom fold of separate chain pocket inside bottom hem. Hems shall be lock-stitched with #24 matching thread.
- 8.4.3** Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched on both sides of the webbing for the length of the curtain, with #2 grommets set through the webbing and velour, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the section.

9. BLACKOUT CURTAIN SYMPHONY HALL:

- 9.1** Fabric – IFR Charisma 25 oz Velour
- 9.2** Color – Black
- 9.3** Quantity – 1
- 9.4** Construction:

- 9.4.1** Curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished dimension shall be sixty (60') feet wide by thirty-eight (38') feet high.
- 9.4.2** All seams shall be vertical. Each width of material shall extend the full height of the curtain; no cross seaming will be acceptable. Side hems shall be four (4") inches wide. Hems shall be lock-stitched with #24 matching thread.
- 9.4.3** Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched both sides of the webbing and velour, with #2 grommets set through the webbing and velour, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the section.

SECTION V – SCOPE OF WORK

10. CYCLORAMA SYMPHONY HALL:

10.1 Fabric – FR Leno filled scrim

10.2 One (1) piece of material twenty-four (24") inches long by four (4") inches wide supplied in addition for fire retardant testing.

10.3 Color – White

10.4 Quantity – 1

10.5 Construction:

10.5.1 Curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished width shall be sixty-six (66') feet. Height shall be thirty-five (35') feet.

10.5.2 Curtain shall be seamless.

10.5.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched both sides of the webbing and fabric, with #2 grommets set through the webbing and fabric, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the curtain.

10.5.4 Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide. The ends of each bottom hem shall be left open to accept a length of 3/4" pipe. Hems shall be lock-stitched with #24 matching thread.

11. BLACK SCRIM CURTAIN SYMPHONY HALL:

11.1 Fabric – FR Sharktooth Scrim

11.2 One (1) piece of material twenty-four (24") inches long by four (4") inches wide supplied in addition for fire retardant testing.

11.3 Color – Black

11.4 Quantity – 2

11.5 Construction:

11.5.1 Curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished width shall be sixty-six (66') feet. Height shall be thirty-four (34') feet.

SECTION V – SCOPE OF WORK

11.5.2 Curtain shall be seamless.

11.5.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched both sides of the webbing and fabric, with #2 grommets set through the webbing and fabric, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the curtain.

11.5.4 Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide. The ends of each bottom hem shall be left open to accept a length of 3/4" pipe. Hems shall be lock-stitched with #24 matching thread.

12. BOUNCE SCREEN SYMPHONY HALL:

12.1 Fabric – Cream-110 IFR Front and Rear Premium Projection Screen

12.2 One (1) piece of material twenty-four (24") inches long by four (4") inches wide supplied in addition for fire retardant testing.

12.3 Color – CREAM – 110

12.4 Quantity – 1

12.5 Construction:

12.5.1 Screen shall be fabricated in one (1) section with zero (0%) percent fullness. Finished width shall be sixty (60') feet. Height shall be thirty-five (35') feet.

12.5.2 Screen shall be seamless.

12.5.3 Top of the screen shall have #2 grommets set through the fabric, 3/4" from the top of the screen, spaced at twelve (12") inch centers and at the ends of the screen.

12.5.4 Bottom hems shall be four (4") inches wide. The ends of each bottom hem shall be left open to accept a length of 3/4" pipe. Hems shall be welded.

13. LOGE ACOUSTIC CURTAINS SYMPHONY HALL:

13.1 Fabric – IFR Charisma 20oz Velour

13.2 Color – Black

IFBIfb 20-007

Theatrical Acoustical Stage Curtains And Masking

At Symphony Hall And Herberger Theater Center

SECTION V – SCOPE OF WORK

13.3 Quantity – 2

13.4 Construction:

13.4.1 Each curtain shall be fabricated in one (1) section with fifty (50%) percent fullness. Finished dimension of each of the curtains shall be six feet three inches (6'3") wide by seven feet nine inches (7'9") high.

13.4.2 All seams shall be vertical. Each width of material shall extend the full height of the curtain; no cross-seaming will be acceptable. Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide, with brass or #12 galvanized jack chain encased and tacked to the bottom fold of separate chain pocket inside bottom. Hems shall be lock-stitched with #24 matching thread.

13.4.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched on both sides of the webbing for the length of the curtain, with rated snap hooks or "Elephant Ears" for attaching the curtain to track carriers spaced at twelve (12") inch centers and at the ends of the section.

HERBERGER THEATER CENTER STAGE :

14. GRAND CURTAIN CENTER STAGE:

14.1 Fabric – IFR Imperial 32 oz Velour

14.2 Color – Bermuda

14.3 Quantity – 1 (2 Sections)

14.4 Construction:

14.4.1 Curtain shall be fabricated in two (2) sections, with one hundred percent (100%) fullness. Finished dimension of each section shall be twenty-eight feet six inches (28' 6") wide by Thirty (30') feet high.

14.4.2 Each width of material used in fabrication shall extend full height of the curtain; no cross seaming shall be acceptable. Material shall be pleated vertically, with fullness as indicated above. Pleats shall be twelve (12") inches on center, bow type, closed at the back, with back edges sewn together six (6") inches from top.

SECTION V – SCOPE OF WORK

- 14.4.3** Allow one full panel of turn back material at both the leading edges and trailing edges. Bottom hems shall be doubled, with brass or galvanized #12 jack chain encased and tacked to the bottom fold of a separate chain pocket inside the hem. All hems shall be lock-stitched with #24 matching thread.
- 14.4.4** Top of each section shall be reinforced with nine (9) pound jute webbing triple-stitched both sides of webbing for the length of the curtain and #2 grommets shall be set through the webbing and velour 3/4" from the top of the curtain, at the center of each pleat and at curtain ends.
- 14.4.5** Rated snap hooks or "Elephant Ears" shall be provided for attaching the curtain to track carriers.
- 14.4.6** The Grand Curtain must have a liner to prevent excessive light bleed.

15. VALANCE CENTER STAGE:

- 15.1** Fabric – IFR Charisma 25 oz Velour
- 15.2** Color – Bermuda
- 15.3** Quantity – 1
- 15.4** Construction:

- 15.4.1** Curtain shall be fabricated in one (1) section, with one hundred percent (100%) fullness. Finished dimension shall be fifty-two feet (52') wide by eighteen feet (18') high.
- 15.4.2** Each width of material used in fabrication shall extend full height of the curtain; no cross seaming shall be acceptable. Material shall be pleated vertically, with fullness as indicated.
- 15.4.3** Top of the valance shall be reinforced with nine (9) pound jute webbing triple-stitched both sides of webbing for the length of the curtain and #2 grommets shall be set through the webbing and velour 3/4" from the top of the curtain, at the center of each pleat and at curtain ends

16. TRAVELER CURTAIN CENTER STAGE:

- 16.1** Fabric – IFR Charisma 25 oz Velour

IFBIfb 20-007
Theatrical Acoustical Stage Curtains And Masking
At Symphony Hall And Herberger Theater Center

SECTION V – SCOPE OF WORK

16.2 Color – Black

16.3 Quantity – 3

16.4 Construction:

16.4.1 Curtain shall be fabricated in two (2) sections, with fifty percent (50%) fullness. Finished dimension of each section shall be thirty-two feet six inches (32' 6") wide by twenty-seven (27') feet high.

16.4.2 Each width of material used in fabrication shall extend full height of the curtain; no cross seaming shall be acceptable. Material shall be pleated vertically, with fullness as indicated above. Pleats shall be twelve (12") inches on center, bow type, closed at the back, with back edges sewn together six (6") inches from top.

16.4.3 Allow one full panel of turn back material at both the leading edges and trailing edges. Bottom hems shall be doubled, with brass or galvanized #12 jack chain encased and tacked to the bottom fold of a separate chain pocket inside the hem. All hems shall be lock-stitched with #24 matching thread.

16.4.4 Top of each section shall be reinforced with nine (9) pound jute webbing triple-stitched both sides of webbing for the length of the curtain and #2 grommets shall be set through the webbing and velour 3/4" from the top of the curtain, at the center of each pleat and at curtain ends.

16.5.5 Rated snap hooks or "Elephant Ears" shall be provided for attaching the curtain to track carriers.

17. LEGS CENTER STAGE:

17.1 Fabric – IFR Charisma 25 oz Velour

17.2 Color – Black

17.3 Quantity – 16

17.4 Construction:

17.4.1 Each curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished dimension of each of the curtains shall be sixteen feet six inches (16' 6") wide by thirty (30') feet high.

SECTION V – SCOPE OF WORK

17.4.2 All seams shall be vertical. Each width of material shall extend the full height of the curtain; no cross seaming will be acceptable. Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide, with brass or #12 galvanized jack chain encased and tacked to the bottom fold of separate chain pocket inside bottom hem. Hems shall be lock-stitched with #24 matching thread.

17.4.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched on both sides of the webbing for the length of the curtain, with #2 grommets set through the webbing and velour, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the section.

18. BORDER CURTAIN CENTER STAGE:

18.1 Fabric – IFR Charisma 25 oz Velour

18.2 Color – Black

18.3 Quantity – 6

18.4 Construction:

18.4.1 Curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished dimension shall be fifty-two (52') feet wide by twelve (12') feet high.

18.4.2 All seams shall be vertical. Each width of material shall extend the full height of the curtain; no cross seaming will be acceptable. Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide, with brass or #12 galvanized jack chain encased and tacked to the bottom fold of separate chain pocket inside bottom hem. Hems shall be lock-stitched with #24 matching thread.

18.4.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched both sides of the webbing and velour, with #2 grommets set through the webbing and velour, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the section.

19. CYCLORAMA CENTER STAGE:

IFBIfb 20-007

Theatrical Acoustical Stage Curtains And Masking

At Symphony Hall And Herberger Theater Center

SECTION V – SCOPE OF WORK

19.1 Fabric – FR Leno filled scrim

19.2 One (1) piece of material twenty-four (24") inches long by four (4") inches wide supplied in addition for fire retardant testing.

19.3 Color – Natural

19.4 Quantity – 1

19.5 Construction:

19.5.1 Curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished width shall be fifty-six (56') feet. Height shall be thirty feet (30').

19.5.2 Curtain shall be seamless.

19.5.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched both sides of the webbing and fabric, with #2 grommets set through the webbing and fabric, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the curtain.

19.5.4 Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide. The ends of each bottom hem shall be left open to accept a length of 3/4" pipe. Hems shall be lock-stitched with #24 matching thread.

20. BLACK SCRIM CURTAIN CENTER STAGE:

20.1 Fabric – FR Sharkstooth Scrim

20.2 One (1) piece of material twenty-four (24") inches long by four (4") inches wide supplied in addition for fire retardant testing.

20.3 Color – Black

20.4 Quantity – 1

20.5 Construction:

20.5.1 Curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished width shall be sixty (60') feet. Height shall be thirty (30') feet.

20.5.2 Curtain shall be seamless.

SECTION V – SCOPE OF WORK

20.5.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched both sides of the webbing and fabric, with #2 grommets set through the webbing and fabric, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the curtain.

20.5.4 Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide. The ends of each bottom hem shall be left open to accept a length of 3/4" pipe. Hems shall be lock-stitched with #24 matching thread.

21. WHITE SCRIM CURTAIN CENTER STAGE:

21.1 Fabric -- FR Sharkstooth Scrim

21.2 One (1) piece of material twenty-four (24") inches long by four (4") inches wide supplied in addition for fire retardant testing.

21.3 Color – White

21.4 Quantity – 1

21.5 Construction:

21.5.1 Curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished width shall be sixty (60') feet. Height shall be thirty (30') feet.

21.5.2 Curtain shall be seamless.

21.5.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched both sides of the webbing and fabric, with #2 grommets set through the webbing and fabric, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the curtain.

21.5.4 Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide. The ends of each bottom hem shall be left open to accept a length of 3/4" pipe. Hems shall be lock-stitched with #24 matching thread.

22. SIDE TABS CENTER STAGE:

22.1 Fabric – IFR Charisma 25 oz Velour

22.2 Color – Black

IFBIfb 20-007

Theatrical Acoustical Stage Curtains And Masking

At Symphony Hall And Herberger Theater Center

SECTION V – SCOPE OF WORK

22.3 Quantity – 10

22.4 Construction:

22.4.1 Each curtain shall be fabricated in one (1) section with twenty-five (25%) percent fullness. Finished dimension of each of the curtains shall be twelve (12') feet wide by thirty (30') feet high.

22.4.2 All seams shall be vertical. Each width of material shall extend the full height of the curtain; no cross seaming will be acceptable. Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide, with brass or #12 galvanized jack chain encased and tacked to the bottom fold of separate chain pocket inside bottom hem. Hems shall be lock-stitched with #24 matching thread.

22.4.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched on both sides of the webbing for the length of the curtain, with #2 grommets set through the webbing and velour, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the section.

23. BLACK OUT CENTER STAGE:

23.1 Fabric – IFR Charisma 25 oz Velour

23.2 Color – Black

23.3 Quantity – 6

23.4 Construction:

23.4.1 Each curtain shall be fabricated in one (1) section with twenty-five (25%) percent fullness. Finished dimension of each of the curtains shall be sixteen feet six inches (16' 6") wide by thirty (30') feet high.

23.4.2 All seams shall be vertical. Each width of material shall extend the full height of the curtain; no cross seaming will be acceptable. Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide, with brass or #12 galvanized jack chain encased and tacked to the bottom fold of separate chain pocket inside bottom hem. Hems shall be lock-stitched with #24 matching thread.

SECTION V – SCOPE OF WORK

23.4.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched on both sides of the webbing for the length of the curtain, with #2 grommets set through the webbing and velour, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the section.

24. SWEEPS CENTER STAGE:

24.1 Fabric – IFR Charisma 25 oz Velour

24.2 Color -- Black

24.3 Quantity – 2

24.4 Construction:

24.4.1 Each curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished dimension of each of the curtains shall be sixteen feet six inches (16' 6") wide by thirty (30') feet high.

24.4.2 All seams shall be vertical. Each width of material shall extend the full height of the curtain; no cross seaming will be acceptable. Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide, with brass or #12 galvanized jack chain encased and tacked to the bottom fold of separate chain pocket inside bottom hem. Hems shall be lock-stitched with #24 matching thread.

24.4.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched on both sides of the webbing for the length of the curtain, with #2 grommets set through the webbing and velour, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the section.

HERBERGER THEATER STAGE WEST:

25. GRAND CURTAIN STAGE WEST:

25.1 Fabric – IFR Imperial 32 oz Velour

25.2 Color – Peacock

25.3 Quantity – 1 (2 Sections)

25.4 Construction:

SECTION V – SCOPE OF WORK

- 25.4.1** Curtain shall be fabricated in two (2) sections, with one hundred percent (100%) fullness. Finished dimension of each section shall be twenty-three feet six inches (23' 6") wide by twenty-eight (28') feet high.
- 25.4.2** Each width of material used in fabrication shall extend full height of the curtain; no cross seaming shall be acceptable. Material shall be pleated vertically, with fullness as indicated above. Pleats shall be twelve (12") inches on center, bow type, closed at the back, with back edges sewn together six (6") inches from top.
- 25.4.3** Allow one full panel of turn back material at both the leading edges and trailing edges. Bottom hems shall be doubled, with brass or galvanized #12 jack chain encased and tacked to the bottom fold of a separate chain pocket inside the hem. All hems shall be lock-stitched with #24 matching thread.
- 25.4.4** Top of each section shall be reinforced with nine (9) pound jute webbing triple-stitched both sides of webbing for the length of the curtain and #2 grommets shall be set through the webbing and velour 3/4" from the top of the curtain, at the center of each pleat and at curtain ends.
- 25.4.5** Rated snap hooks of "Elephant Ears" shall be provided for attaching the curtain to track carriers.

26. VALANCE STAGE WEST:

- 26.1** Fabric – IFR Charisma 25 oz Velour
26.2 Color – Peacock
26.3 Quantity – 1
26.4 Construction:

- 26.4.1** Curtain shall be fabricated in one (1) section, with one hundred percent (100%) fullness. Finished dimension shall be forty-two feet (42') wide by sixteen feet (16') high.
- 26.4.2** Each width of material used in fabrication shall extend full height of the curtain; no cross seaming shall be acceptable. Material shall be pleated vertically, with fullness as indicated

SECTION V – SCOPE OF WORK

26.4.3 Top of the valance shall be reinforced with nine (9) pound jute webbing triple-stitched both sides of webbing for the length of the curtain and #2 grommets shall be set through the webbing and velour 3/4" from the top of the curtain, at the center of each pleat and at curtain ends

27. TRAVELER CURTAIN STAGE WEST:

27.1 Fabric – IFR Charisma 25 oz Velour

27.2 Color – Black

27.3 Quantity – 3

27.4 Construction:

27.4.1 Curtain shall be fabricated in two (2) sections, with fifty percent (50%) fullness. Finished dimension of each section shall be thirty feet six inches (30' 6") foot wide by twenty-seven (27') feet high.

27.4.2 Each width of material used in fabrication shall extend full height of the curtain; no cross seaming shall be acceptable. Material shall be pleated vertically, with fullness as indicated above. Pleats shall be twelve (12") inches on center, bow type, closed at the back, with back edges sewn together six (6") inches from top.

27.4.3 Allow one full panel of turn back material at both the leading edges and trailing edges. Bottom hems shall be doubled, with brass or galvanized #12 jack chain encased and tacked to the bottom fold of a separate chain pocket inside the hem. All hems shall be lock-stitched with #24 matching thread.

27.4.4 Top of each section shall be reinforced with nine (9) pound jute webbing triple-stitched both sides of webbing for the length of the curtain and #2 grommets shall be set through the webbing and velour 3/4" from the top of the curtain, at the center of each pleat and at curtain ends.

27.4.5 Rated snap hooks or "Elephant Ears" shall be provided for attaching the curtain to track carriers.

28. LEGS STAGE WEST:

IFBIfb 20-007

Theatrical Acoustical Stage Curtains And Masking

At Symphony Hall And Herberger Theater Center

SECTION V – SCOPE OF WORK

- 28.1** Fabric – IFR Charisma 25 oz Velour
- 28.2** Color – Black
- 28.3** Quantity – 14
- 28.4** Construction:

28.4.1 Each curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished dimension each of the curtains shall be fourteen (14') feet wide by thirty (30') feet high.

28.4.2 All seams shall be vertical. Each width of material shall extend the full height of the curtain; no cross seaming will be acceptable. Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide, with brass or #12 galvanized jack chain encased and tacked to the bottom fold of separate chain pocket inside bottom hem. Hems shall be lock-stitched with #24 matching thread.

28.4.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched on both sides of the webbing for the length of the curtain, with #2 grommets set through the webbing and velour, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the section.

29. BORDER CURTAIN STAGE WEST:

- 29.1** Fabric – IFR Charisma 25 oz Velour
- 29.2** Color – Black
- 29.3** Quantity – 5
- 29.4** Construction:

29.4.1 Curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished dimension shall be forty-six (46') feet wide by twelve (12') feet high.

29.4.2 All seams shall be vertical. Each width of material shall extend the full height of the curtain; no cross seaming will be acceptable. Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide, with brass or #12 galvanized jack chain encased and tacked to the

SECTION V – SCOPE OF WORK

bottom fold of separate chain pocket inside bottom hem. Hems shall be lock-stitched with #24 matching thread.

29.4.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched both sides of the webbing and velour, with #2 grommets set through the webbing and velour, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the section.

30. CYCLORAMA STAGE WEST:

30.1 Fabric – FR Leno filled scrim

30.2 One (1) piece of material twenty-four (24") inches long by four (4") inches wide supplied in addition for fire retardant testing.

30.3 Color – White

30.4 Quantity – 1

30.5 Construction:

30.5.1 Curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished width shall be fifty-six (56') feet. Height shall be thirty-one feet nine inches (31' 9").

30.5.2 Curtain shall be seamless.

30.5.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched both sides of the webbing and fabric, with #2 grommets set through the webbing and fabric, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the curtain.

30.5.4 Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide. The ends of each bottom hem shall be left open to accept a length of 3/4" pipe. Hems shall be lock-stitched with #24 matching thread.

31. BLACK SCRIM CURTAIN STAGE WEST:

31.1 Fabric – FR Sharkstooth Scrim

31.2 One (1) piece of material twenty-four (24") inches long by four (4") inches wide supplied in addition for fire retardant testing.

31.3 Color – Black

IFBIfb 20-007
Theatrical Acoustical Stage Curtains And Masking
At Symphony Hall And Herberger Theater Center

SECTION V – SCOPE OF WORK

31.4 Quantity – 1

31.5 Construction:

31.5.1 Curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished width shall be sixty (60') feet. Height shall be thirty-four (34') feet.

31.5.2 Curtain shall be seamless.

31.5.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched both sides of the webbing and fabric, with #2 grommets set through the webbing and fabric, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the curtain.

31.5.4 Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide. The ends of each bottom hem shall be left open to accept a length of 3/4" pipe. Hems shall be lock-stitched with #24 matching thread.

32. WHITE SCRIM CURTAIN STAGE WEST:

32.1 Fabric – FR Sharkstooth Scrim

32.2 One (1) piece of material twenty-four (24") inches long by four (4") inches wide supplied in addition for fire retardant testing.

32.3 Color – White

32.4 Quantity – 1

32.5 Construction:

32.5.1 Curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished width shall be sixty (60') feet. Height shall be thirty-four (34') feet.

32.5.2 Curtain shall be seamless.

32.5.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched both sides of the webbing and fabric, with #2 grommets set through the webbing and fabric, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the curtain.

SECTION V – SCOPE OF WORK

32.5.4 Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide. The ends of each bottom hem shall be left open to accept a length of 3/4" pipe. Hems shall be lock-stitched with #24 matching thread.

33. SIDE TABS STAGE WEST:

- 33.1** Fabric – IFR Charisma 25 oz Velour
- 33.2** Color – Black
- 33.3** Quantity – 10
- 33.4** Construction:

33.4.1 Each curtain shall be fabricated in one (1) section with twenty-five (25%) percent fullness. Finished dimension each of the curtains shall be twelve (12') feet wide by thirty (30') feet high.

33.4.2 All seams shall be vertical. Each width of material shall extend the full height of the curtain; no cross seaming will be acceptable. Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide, with brass or #12 galvanized jack chain encased and tacked to the bottom fold of separate chain pocket inside bottom hem. Hems shall be lock-stitched with #24 matching thread.

33.4.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched on both sides of the webbing for the length of the curtain, with #2 grommets set through the webbing and velour, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the section.

34. BLACK OUT STAGE WEST:

- 34.1** Fabric – IFR Charisma 25 oz Velour
- 34.2** Color – Black
- 34.3** Quantity – 6
- 34.4** Construction:

SECTION V – SCOPE OF WORK

34.4.1 Each curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished dimension of each of the curtains shall be sixteen feet six inches (16' 6") wide by thirty (30') feet high.

34.4.2 All seams shall be vertical. Each width of material shall extend the full height of the curtain; no cross seaming will be acceptable. Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide, with brass or #12 galvanized jack chain encased and tacked to the bottom fold of separate chain pocket inside bottom hem. Hems shall be lock-stitched with #24 matching thread.

34.4.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched on both sides of the webbing for the length of the curtain, with #2 grommets set through the webbing and velour, 3/4" from the top of the curtain, spaced at twelve (12") inch centers and at the ends of the section.

35. SWEEPS STAGE WEST:

35.1 Fabric – IFR Charisma 25 oz Velour

35.2 Color – Black

35.3 Quantity – 2

35.4 Construction:

35.4.1 Each curtain shall be fabricated in one (1) section with zero (0%) percent fullness. Finished dimension of each of the curtains shall be sixteen feet six inches (16' 6") wide by thirty (30') feet high.

35.4.2 All seams shall be vertical. Each width of material shall extend the full height of the curtain; no cross seaming will be acceptable. Side hems shall be four (4") inches wide; bottom hems shall be four (4") inches wide, with brass or #12 galvanized jack chain encased and tacked to the bottom fold of separate chain pocket inside bottom hem. Hems shall be lock-stitched with #24 matching thread.

35.4.3 Top of each curtain shall be reinforced with nine (9) pound jute webbing, triple-stitched on both sides of the webbing for the length of the curtain, with #2 grommets set through the webbing and velour, 3/4" from the top

SECTION V – SCOPE OF WORK

of the curtain, spaced at twelve (12”) inch centers and at the ends of the section.



SECTION VI – SUBMITTALS

SECTION VI – SUBMITTALS

1. **COPIES:** Please submit one electronic copy in PDF format of the Submittal Section and all other required documentation.

Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City’s best interest to do so.

2. **OFFER SUBMITTAL FORMAT:**

The written offers should be:

- Typewritten for ease of evaluation.
- Submitted electronically. See SECTION I, (11).
- Signed by an authorized representative of the Offeror.
- Submitted with contact information for the individual(s) authorized to negotiate with the City and who may be contacted during the evaluation period.
- Submitted with a table of contents and tabbed according to the following major sections:

Tab 1 Submittal Section
Tab 2 Signed Addenda

3. **PAYMENT TERM & OPTIONS:** Vendors must choose an option, if a box is not checked, the City will **default to 0% - net 45 days.**

- Contractor offers a prompt payment discount of either _____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective

Offeror Name _____



SECTION VI – SUBMITTALS

after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

- Contractor may be paid immediately upon invoice approval if enrollment is made to the Single Use Account (SUA) Program, administered by the City’s servicing bank (“Bank”). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

Offeror Name _____



SECTION VI – SUBMITTALS

4. BID PRICE SCHEDULE:

Note: Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. For the purposes of determining the lowest cost, the city will not take tax into consideration. Taxes must be listed as a separate item on invoices

SYMPHONY HALL	ESTIMATED QUANTITY OF SECTIONS	UNIT PRICE	TOTAL PRICE
GRAND CURTAIN	2		
VALANCE	1		
TRAVELER CURTAIN	4		
LEGS	16		
BORDER CURTAIN	8		
SHELL MASKING	2		
BLACKOUT CURTAIN	1		
CYCLORAMA	1		
BLACK SCRIM CURTAIN	2		
BOUNCE SCREEN	1		
LOGE ACOUSTIC CURTAINS	2		
HERBERGER THEATER CENTER STAGE	ESTIMATED QUANTITY OF SECTIONS	UNIT PRICE	TOTAL PRICE
GRAND CURTAIN	2		
VALANCE	1		
TRAVELER CURTAIN	6		
LEGS	16		
BORDER CURTAIN	6		
CYCLORAMA	1		
BLACK SCRIM CURTAIN	1		
WHITE SCRIM CURTAIN	1		
SIDE TABS	10		
BLACKOUT CURTAIN	6		
CENTER STAGE SWEEPS	2		

Offeror Name _____



SECTION VI – SUBMITTALS

HERBERGER THEATER WEST STAGE	ESTIMATED QUANTITY OF SECTIONS	UNIT PRICE	TOTAL PRICE
GRAND CURTAIN	2		
VALANCE	1		
TRAVELER CURTAIN	6		
LEGS	14		
BORDER CURTAIN	5		
CYCLORAMA	1		
BLACK SCRIM CURTAIN	1		
WHITE SCRIM CURTAIN	1		
SIDE TABS	10		
BLACKOUT CURTAIN	6		
STAGE WEST SWEEPS	2		
	GRAND TOTAL		

Offeror Name _____



SECTION VI – SUBMITTALS

5. WARRANTY:

Specify the Contractor or dealership/manufacturer where warranty work will be done:

Contractor _____

Address _____

City, State and Zip Code _____

6. PLACE OF BUSINESS: Bidder’s place of business will be an award factor in order to minimize the City’s transportation and handling costs. If additional service locations are available or if different from the address in Offer Section, enter below:

7. NOTICES AND CONTACTS: Any notice, consent, or other communication required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, sent by email, deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

GENERAL COMMUNICATION INTENDED FOR PROPOSER:

Organization Name _____

Attn _____

Address _____

City, State and Zip Code _____

Offeror Name _____



SECTION VI – SUBMITTALS

Telephone _____

Fax _____

Email _____

WITH A REQUIRED COPY TO:

Organization Name _____

Attn _____

Address _____

City, State and Zip Code _____

Telephone _____

Fax _____

Email _____

Offeror Name _____



SECTION VI – SUBMITTALS

ACCOUNTS RECEIVABLE CONTACT: If different than above.

Name _____

Address _____

City, State and Zip Code _____

Telephone _____

Email _____

OPERATIONS CONTACT: If different than above.

Name _____

Address _____

City, State and Zip Code _____

Telephone _____

Email _____

INSURANCE CONTACT: If different than above.

Name _____

Address _____

City, State and Zip Code _____

Telephone _____

Email _____

Offeror Name _____



SECTION VI – SUBMITTALS

8. YEARS IN BUSINESS AND REFERENCES: Contractor certifies that they have provided complete Curtain Manufacturing listed in this solicitation as required in section I (14.1)

Contractor will furnish the names, addresses, and telephone numbers of a minimum of three firms for which the Contractor is currently furnishing or has furnished, completed service for Curtain Manufacturing and that can verify the requirements as listed in section I (14.1).

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Offeror Name _____



SECTION VI – SUBMITTALS

9. CERTIFICATION OF RECYCLED PRODUCTS

It is hereby certified that the products offered in solicitation number IFB 19-010 contain no less than 10% post-consumer recycled material.

Post-consumer waste materials are defined as only those materials that come from products generated by a consumer that have served their intended end-uses and have been separated or diverted from solid waste for the purpose of collection, recycling and disposition. Scrap generated as part of the manufacturing process and routinely used by the manufacturer to make additional products does not qualify as post-consumer recycled material. The City will be the sole judge of the suitability of any recycled products offered, and whether or not the price preference should apply.

It is further certified that the following post-consumer recycled materials are used in the product and in the percentage content indicated.

Post-Consumer Recycled Material(s) Used (Example: milk jugs, newspaper, etc.)
Enter materials used

Total content percentage (please enter percent of total post-consumer recycled material used to manufacture the product.) _____%

Source(s) of recycled material _____

Contact Name _____

Address _____

Phone number _____

Certified by (Bidder) _____

Signature _____

Printed Name and Title _____

BUY AMERICA CERTIFICATION CERTIFICATE OF COMPLIANCE

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)I, Section 165(b)(3) of the Surface Transportation

Offeror Name _____



SECTION VI – SUBMITTALS

Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

CERTIFICATE OF NON-COMPLIANCE

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

10.CERTIFICATION REGARDING DEPARTMENT SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION:

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by **any** federal department or agency.

Where the prospective participant is unable to certify to any of the statements in this certification, such participant **shall** attach an explanation to this solicitation.

Offeror Name _____



SECTION VI – SUBMITTALS

THE PARTICIPANT (Contractor for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official: _____

Title of Authorized Official: _____

Date: _____

Offeror Name _____



SECTION VI – SUBMITTALS

OFFER

TO THE CITY OF PHOENIX - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Arizona Corporation Commission File No. _____

Taxpayer’s Federal Identification No.: If recommended for contract award, Bidder agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Bidder provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Enter City’s Registration System ID Number Located at City’s eProcurement website (see SECTION I – INSTRUCTIO–S - CITY’S REGISTRATION)	
---	--

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Authorized Signature

Date

(LLC, Inc., Sole Proprietor)

Printed Name and Title
(Member, Manager, President)

Address _____

City, State and Zip Code _____

Telephone Number _____

Company’s Fax Number _____

Company’s Toll Free # _____

Email Address _____

Offeror Name _____



SECTION VI – SUBMITTALS

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No._____. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX

A Municipal Corporation
JEFFREY BARTON, City Manager

Deputy Initials: _____

John Chan or Delegate,
Phoenix Convention Center Director

Date: _____

Attest:

City Clerk

Date: _____

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

Offeror Name _____



SECTION VI – SUBMITTALS

CONFLICT OF INTEREST AND SOLICITATION TRANSPARENCY FORM.
 This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
-------	----	------	--------

Contract Information
 Solicitation # or Name:

2. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

3. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

4. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

- Subcontractors may be retained, but not known as of the time of this submission.
- List of subcontracts, including the name of the owner(s) and business name:

5. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.

Offeror Name _____

SECTION VI – SUBMITTALS

6. Disclosure of Conflict of Interest:

A. City Code Section 43-34

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

- I am not aware of any conflict(s) of interest under City Code Section 43-34.
- I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:

Offeror Name _____



SECTION VI – SUBMITTALS

C. B. Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the C'ty's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME	TITLE
SIGNATURE	DATE
COMPANY (CORPORATION, LLC, ETC.) NAME and DBA	

Offeror Name _____

SECTION VII – EXHIBITS

SECTION VII – EXHIBITS

CURTAIN TABLE

Symphony Hall

Soft Goods Type	Material and/or Fabric Weight	Color	Width	Height	Fullness %	Quantity (Number of sections)	Special Notes
Grand Curtain (Each Section)	IFR Imperial 32oz Velour	Regal Red	35 FT.	35 FT.	100%	2	Must have liner/backer to prevent excessive light bleed
Valance	IFR Imperial 32oz Velour	Regal Red	65 FT.	16 FT.	75%	1	
Traveler Curtain (Each Section)	IFR Imperial 32oz Velour	Black	37 FT. 6 Inches	35 FT.	75%	4	Must have rated snap hooks or "Elephant Ear" hooks for top attachment.
Legs	IFR Charisma 25oz Velour	Black	16 FT.	38 FT.	0%	16	With Pipe Pocket
Border Curtain	IFR Charisma 25oz Velour	Black	66 FT.	14 FT.	0%	8	With Pipe Pocket
Shell masking	IFR Charisma 25oz Velour	Black	5 FT.	38 FT.	0%	2	With Pipe Pocket
Blackout Curtain	IFR Charisma 25oz Velour	Black	60 FT.	38 FT.	0%	1	With Pipe Pocket
Cyclorama	FR Leno Filled Scrim	White	66 FT.	35 FT.	0%	1	With Pipe Pocket
Black Scrim Curtain	FR Sharkstooth Scrim	Black	66 FT.	34 FT.	0%	2	With Pipe Pocket
Bounce Screen	IFR Cream-110 Front and Rear Premium Projection Screen	Cream	60 FT.	35 FT.	0%	1	With Pipe Pocket
Loge Acoustic Curtain	IFR Charisma 20oz Velour	Black	6 FT. 3 Inches.	7 FT. 9 Inches	50%	2	Double Sided with snap hooks or Elephant Ears

Offeror Name _____

SECTION VII – EXHIBITS

Herberger Center Stage

Soft Goods Type	Material and/or Fabric Weight	Color	Width	Height	Fullness %	Quantity (Number of sections)	Special Notes
Grand Curtain (Each section)	IFR Imperial 32oz Velour	Bermuda	28 FT. 6 Inches	30 FT.	100%	2	
Valance	IFR Charisma 25oz Velour	Bermuda	52 FT.	18 FT.	100%	1	
Traveler Curtain (Each Section)	IFR Charisma 25oz Velour	Black	32 FT. 6 Inches	27 FT.	50%	6	Must have rated snap hooks or "Elephant Ear" hooks for top attachment.
Legs	IFR Charisma 25oz Velour	Black	16 FT. 6 Inches	30 FT.	0%	16	
Border Curtain	IFR Charisma 25oz Velour	Black	52 FT.	12 FT.	0%	6	
Cyclorama	FR Leno Filled Scrim	Natural	56 FT.	30 FT.	0%	1	With Pipe Pocket
Black Scrim Curtain	FR Sharkstooth Scrim	Black	60 FT.	30 FT.	0%	1	With Pipe Pocket
White Scrim Curtain	FR Sharkstooth Scrim	White	60 FT.	30 FT.	0%	1	With Pipe Pocket
Side Tabs	IFR Charisma 25oz Velour	Black	12 FT.	30 FT.	25%	10	
Blackout Curtain	IFR Charisma 25oz Velour	Black	16 FT. 6 Inches	30 FT.	25%	6	
Center Stage Sweeps	IFR Charisma 25oz Velour	Black	16 FT. 6 Inches	30 FT.	0%	2	

Offeror Name _____

SECTION VII – EXHIBITS

Herberger Stage West

Soft Goods Type	Material and/or Fabric Weight	Color	Width	Height	Fullness %	Quantity (Number of Pieces)	Special Notes
Grand Curtain (Each Section)	IFR Imperial 32oz Velour	Peacock	23 FT. 6 Inches.	28 FT.	100%	2	
Valance	IFR Charisma 25oz Velour	Peacock	42 FT.	16 FT.	100%	1	
Traveler Curtain (Each Section)	IFR Charisma 25oz Velour	Black	30 FT. 6 Inches	27 FT.	50%	6	Must have rated snap hooks or "Elephant Ear" hooks for top attachment.
Legs	IFR Charisma 25oz Velour	Black	14 FT.	30 FT.	0%	14	
Border Curtain	IFR Charisma 25oz Velour	Black	46 FT.	12 FT.	0%	5	
Cyclorama	FR Leno Filled Scrim	White	56 FT.	31 FT. 9 Inches	0%	1	With Pipe Pocket
Black Scrim Curtain	FR Sharkstooth Scrim	Black	60 FT.	34 FT.	0%	1	With Pipe Pocket
White Scrim Curtain	FR Sharkstooth Scrim	White	60 FT.	34 FT.	0%	1	With Pipe Pocket
Side Tabs	IFR Charisma 25oz Velour	Black	12 FT.	30 FT.	25%	10	
Blackout Curtain	IFR Charisma 25oz Velour	Black	16 FT. 6 Inches	30 FT.	0%	6	
Stage West Sweeps	IFR Charisma 25oz Velour	Black	16 FT. 6 Inches	30 FT.	0%	2	

Offeror Name _____