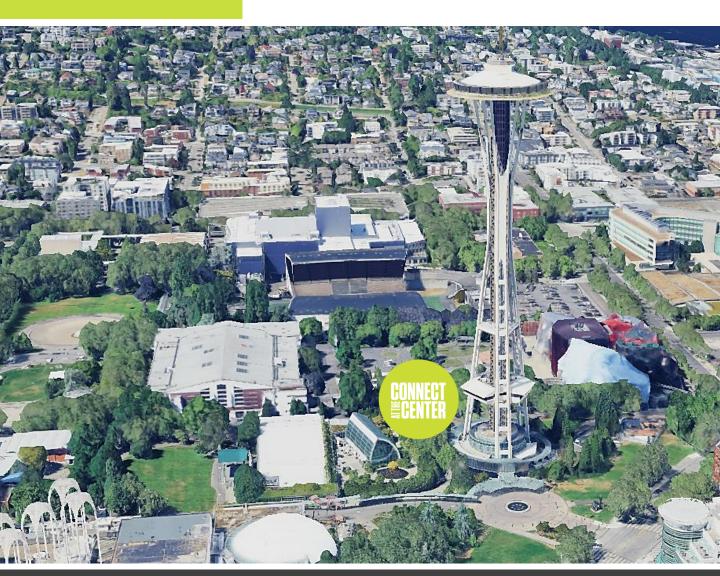
# REQUEST FOR PROPOSALS

Develop & Operate a
Gateway Retail Site on
Seattle's Most Visited
Cultural Campus



A UNIQUE OPPORTUNITY TO CONNECT AT THE HEART OF SEATTLE CENTER

seattlecenter.com



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# 1. A NEW VISION FOR THOMAS STREET AT SEATTLE CENTER

The City of Seattle, through its Seattle Center Department, invites proposals to enter a ground lease to redevelop the Thomas Street Gateway Site and operate a new, revenue-generating retail amenity or attraction that will complement the existing mix at Seattle Center.

Thomas Street is the busiest pedestrian corridor on the Seattle Center campus. It welcomes visitors from around Seattle, the region, and the world and connects to the growing neighborhoods of Uptown, Belltown, and South Lake Union.

Seattle Center is redesigning Thomas over four blocks between 5th Ave. N. and 2nd Ave N. with a new festival street design featuring quality paving, landscaping, lighting and seating. Seattle Center's public project to refresh Thomas Street presents an opportunity for partnership to develop new retail space and/or attractions that will enliven the corridor, bring new visitors to Seattle Center's campus, and spill out to create interest and engagement.





# 2. ABOUT SEATTLE CENTER

The **Thomas Street Gateway Site** is located at one of the busiest entrances to Seattle Center where 5th Ave. N., a spine of downtown Seattle, intersects with Thomas Street, a primary east-west corridor linking South Lake Union to the waterfront. The location regularly draws visitors from far beyond Seattle because of its strong visibility with tourists, cruise passengers, regional crowds attending festivals and sports events, and more.

**Seattle Center**'s 74-acre public campus is the #1 most visited arts and cultural attraction in the Pacific Northwest. Nearly 14,000 events hosted on the campus attract approximately 12 million visitors annually to enjoy a variety of commercial and free programs, world-class arts and cultural organizations, sports events, the Space Needle, Pacific Science Center, Marion Oliver McCaw Hall, and active and quiet open spaces. Activities at the Center generate more than \$1.8 billion in business activity annually.

#### Seattle Center Attendance Highlights from 2024

- → Total visits: 11.55M
- → Climate Pledge Arena visitors: 1.94M
- → Space Needle visitors: 1.8M
- → Monorail ridership: 2.16M
- → MOPOP visitors: 596k
- → Armory Food & Event Hall & Seattle Center campus grounds visits: 5.8M
- → Seattle Center produced 300 events in 2024, including signature events like the Festal cultural festival series, Winterfest & Christmas Market, New Year's Eve at Seattle Center.

Seattle Center reaches a broad audience through seasonal marketing campaigns and partnerships with festival and event producers and organizations residing on the campus. In 2024 Seattle Center's website and social media combined generated more than 12 million views, and more than 5.5 million people received Seattle Center's email newsletters.

More data is available in Seattle Center's 2024 Community Impact Report.



# Ongoing investment - both public and private - in Seattle Center continues to cement its position as the premiere regional attraction:

- Seattle Center will host the FIFA Fan Celebration events as part of the 2026 World Cup, bringing an anticipated 500,000 fans to Seattle Center and hosting dozens of viewing parties over the course of this international event.
- The Space Needle has reinvested more than \$95 million in state-of-the-art enhancements for visitors. This flagship attraction welcomes an estimated 2 million visitors per year.
- Climate Pledge Arena, home of the NHL Seattle Kraken, WNBA Seattle Storm, and the biggest names in live music and performance, draws large and lively crowds to Seattle Center year-round.
- **Seattle Center Monorail** carried more than 2 million passengers between Seattle Center and the downtown core last year. Investments are underway to further improve the passenger experience.
- **Memorial Stadium** will soon be redeveloped as an enhanced venue where crowds will enjoy high school athletics and public events.
- Sound Transit will expand light rail service to Seattle Center's doorstep by 2039.





# 3. DEVELOPMENT SITE



# **Thomas Street Gateway Site**

The development area is the **Thomas Street Gateway Site** at Thomas Street and 4<sup>th</sup> Ave N. Within Seattle Center, Thomas Street is a pedestrian-only thoroughfare with a year-round festival atmosphere. The Thomas Street Gateway Site is directly across from the Space Needle and faces the primary east-west pathway to the front door of Climate Pledge Arena. It is steps from Chihuly Garden and Glass (and its restaurant, The Bar), the Seattle Center Monorail entrance, Seattle Center Armory, and MOPOP. Just north of the site are other popular destinations including Seattle Center's award-winning playground and the soon-to-be renovated Memorial Stadium.

In addition to the development site described above, proposers may also elect to expand their proposal to include other Seattle Center-owned areas south of vacated Thomas Street and east of the Space Needle property. This prominent corner has potential to create a connected retail experience that interacts with the surrounding urban neighborhood and invites visitors into the campus, and we welcome ideas. Proposals for additional, non-adjacent areas must demonstrate an enhanced benefit to the campus and our Seattle Center community, and annual revenue to Seattle Center commensurate with the fair market value of the property.

Proposers shall define the footprint of their desired ground lease/development project. The ground lease negotiation process may include a lot boundary adjustment to define the premises.



#### "As-is" Condition

The site is being provided "as is." Seattle Center is providing general site information to assist proposers; however, each proposer should do their own due diligence to verify site conditions in relation to the specifics of the proposal. Understanding that predevelopment site investigation can be time- and resource-intensive, Seattle Center is willing to allow an additional period in which the selected proposer can conduct additional due diligence at the conclusion of the selection process and prior to lease negotiations beginning in earnest. If the proposer desires an additional due diligence period, they must propose it as part of their project schedule.

#### **Existing On-Site Uses**

This area includes the 1962 two-story structure currently housing the Expressly Northwest souvenir shop and the offices of Seattle Monorail Services (Exhibit 4); it also encompasses the open spaces east and west of the building, including areas currently occupied by food & beverage vendor stalls.

#### **Adjacent Commercial Uses**

Outdoor areas to the east and south of the existing gift shop are currently occupied by food/beverage vendors whose contracts with Seattle Center are issued on an annual basis. Proposers are encouraged to consider integrating space for vendor kiosks within their proposals (see Exhibit 3 for vendor data). To the west of the site is the Essentially Seattle gift shop. The building is leased and operated as a gift shop by the entity that owns and operates Chihuly Garden & Glass.

#### Site-Specific Design Guidelines

Redevelopment will be consistent with Seattle Center's Thomas Street Gateway Site Design Guidelines (Exhibit 2) and all applicable City of Seattle permitting requirements. Seattle Center expects to be engaged in proposer's development of the project design following proposal selection, and final design of the project will be subject to review and approval by the Seattle Center Director.





#### **Parking**

No public or tenant parking is provided or allowed at the Thomas Street Gateway Site. Seattle Center provides approximately 2,330 parking spaces from 7 a.m. to midnight, seven days a week, within a few minutes' walk from the Thomas Street Gateway Site and optional sites. There are also additional privately-owned parking lots and garages and limited on-street parking near Seattle Center. Passes for monthly parking within Seattle Center parking structures can be purchased directly from the Seattle Center Transportation Office. The site is well served by public transit.

#### **Truck Access**

The Thomas Street Gateway Site and optional sites are located within the primary pedestrian area of the campus. There is no direct access from the Thomas Street Gateway Site to any city streets, as the streets within Seattle Center have been vacated to form a pedestrian campus. As such, vehicle access is restricted. Vehicle and truck access to the campus for loading and unloading is permitted only during certain hours and subject to advance coordination with campus grounds management.

#### **Campus Security**

Seattle Center is designated a Civic Center in the Seattle Municipal Code and is governed by the Seattle Center Campus Rules, intended to help provide for the safe enjoyment of all that Seattle Center has to offer. Seattle Center employs uniformed security officers who regularly patrol the campus and garages 24 hours a day by foot, bicycle, and vehicle. They also provide first aid, respond to emergencies and visitor inquiries, and coordinate closely with Seattle Police Department personnel to ensure compliance with Seattle Center Campus Rules and facility rules of conduct. More safety information available on the Seattle Center website.





# SITE TOURS AND PRE-SUBMITTAL CONFERENCES



Optional site tours of the Thomas Street Gateway Site (choose one)

Wednesday, June 25 at 10:00 a.m.

Wednesday, July 9 at 12:00 p.m.

Interested proposers will meet at the front door to the Expressly Northwest gift shop, located on Thomas Street across from the Space Needle ticket booths.

MANDATORY pre-submittal conferences (choose one)

Tuesday, July 22 at 11:00 a.m.

Tuesday, July 29 at 12:00 p.m.

Conferences will be hosted virtually via Webex. Interested parties registered in OpenGov will receive Webex login information.



# 4. PROPOSAL PARAMETERS

Through this request for proposal process, Seattle Center intends to select the proposal that best meets its goals and negotiate with the proposer to execute a long-term ground lease agreement. Lease agreements must comply with all applicable City of Seattle Municipal Code, ordinances, laws, rules and regulations, including, but not limited to, nondiscrimination provisions under Chapters 14.04, 14.10 and 20.42 of the Seattle Municipal Code.

A successful partner will be experienced and financially capable of achieving Seattle Center's primary goals for the project:

- Design, build, and fully fund redevelopment of the Thomas Street Gateway Site and potentially additional space to support an engaging program and an enhanced pedestrian experience on Seattle Center's Thomas Street.
- Provide ongoing annual revenue to Seattle Center while managing, operating, and maintaining the new spaces

#### A. Key Lease Terms

- Long-term ground leases at Seattle Center range from 20- to 60-year terms, including
  option/extension periods. Seattle Center will consider the amount of any proposed capital
  investment in evaluating the proposed length of the ground lease term. <u>Any lease agreement</u>
  with a term of more than five years will be subject to approval by the Seattle City Council.
- At the end of the ground lease term, including the exercise of any option periods, all capital improvements shall become the property of Seattle Center.
- Proposers are expected to fully fund all capital and operating costs of their proposal. No
  public funding is available for redevelopment or operations. Seattle Center will consider
  capital investment as a factor when negotiating the determined fair market base rent.
- Proposals must include a guaranteed annual rent that begins at the earlier of Certificate of Occupancy or two years after ground lease execution, and includes the following components:
  - Monthly base rent at a fair market value, including annual adjustments linked to the Consumer Price Index (CPI).
  - Additional percentage rent based on annual revenue.
  - A Campus fee of no less than 2% of annual revenue to support common areas at Seattle Center
- In addition to rent and fees, Seattle Center expects the successful partner to make a onetime capital contribution to the public project to improve Thomas Street (Exhibit 6), recognizing the value that improvement will provide to the partner's proposal.



#### **B.** Expected Redevelopment Terms

- All proposals must, at a minimum, include a plan for redevelopment of the Thomas Street
  Gateway Site. Seattle Center will consider proposals that extend to additional area(s) south
  of vacated Thomas Street and east of the Space Needle property. Proposers shall define the
  footprint of their desired ground lease/development project. A lot boundary adjustment may
  be required as part of the negotiation process.
- Redevelopment of the site and any additional area(s) must be guided by the Design
  Guidelines (Exhibit 2). Seattle Center expects to be engaged in proposer's development of
  the project design following proposal selection, and final design of the project will be subject
  to review and approval by the Seattle Center Director.
- In addition to following the Design Guidelines (Exhibit 2), redevelopment of the site and any additional area(s) must comply with all regulatory requirements including the Seattle Land Use and Building Codes, Seattle Fire Code, State Environmental Policy Act, Seattle Landmarks Ordinance, and potentially the Seattle Design Commission and/or the Design Review process.
- The upper floor of the existing building on the Thomas Street Gateway Site is currently occupied by the company managing the Seattle Monorail ("SMS"). Proposers must either provide for this use in their new structure or provide a comparable alternative space of no less than 2,400 square feet in close proximity to the Monorail station where SMS can be relocated at no cost to SMS. The proposer shall be fully responsible for providing the new space and relocating SMS either temporarily during construction, or permanently.
- Any capital investments must align with or exceed the relevant portions of the <u>City of Seattle's Sustainable Building Policy.</u>
- Seattle Center will expect the successful proposer to reinvest in the property, both in regular
  and capital maintenance, on a regular schedule over the life of the lease. Major capital
  maintenance or improvements to the facility during the lease term will require approval of
  Seattle Center.

#### C. Construction Requirements

- The successful proposer will be required to enter into a development agreement with Seattle Center outlining the terms and conditions applicable to the design and construction of the project, and subject to City Council approval.
- The construction and delivery of the project in compliance with the terms of the development agreement and the final design approved by Seattle Center shall be the sole responsibility of the successful proposer. Proposers are responsible for all project costs, including design, permitting, and construction costs.
- Proposers are responsible for obtaining all permits, licenses, and meeting all applicable development and construction standards or other requirements.



- All project labor shall be paid at the appropriate prevailing wage schedule or rate established by the State of Washington Department of Labor and Industries under RCW 39.12.
- The successful proposer shall provide assurances for project completion, such as contractor bonding, and shall be required to keep City property free of liens.
- Due to the high volume of pedestrian traffic, construction activities impacting the exterior
  of facilities are strongly discouraged at Seattle Center between Memorial Day and Labor
  Day. Additionally, Seattle Center requires that public use of Thomas Street be
  unrestricted throughout June and July 2026 during the FIFA World Cup Fan Celebration.

#### D. Compatibility with Seattle Center's Purpose

Only proposals consistent with the Seattle Center purpose, stated below, and that complement the Center's unique mix of programs, attractions, and open spaces will be considered. Seattle Center encourages proposals for programs that reflect Seattle's local retail landscape, particularly its diversity of small businesses and producers from historically underrepresented communities.

#### **Seattle Center Purpose Statement**

Seattle Center creates exceptional events, experiences, and environments that delight and inspire the human spirit to build stronger communities.

#### E. Seattle Center-supplied Services

It is preferred that the project separates the site from Seattle Center's water, sewer, electricity and gas utilities service. Seattle Center will provide refuse and recycling services from specified collection locations and lessee will reimburse Seattle Center for costs, based on use.

#### F. Proposer-supplied Services

The tenant will arrange and pay for utilities, telecommunications, fire alarm, janitorial and custodial services, and building maintenance and repairs. The tenant, at its option, may contract with Seattle Center to provide some of these services.

#### G. Catering and Concessions

The tenant may engage in the sale of food and/or beverages to customers. Beverage service may include the sale of beer and wine with a liquor license from Washington State Liquor & Cannabis Board. The sale of spirits, if desired, must be specifically authorized by the Seattle Center Director.



#### H. Sponsorship/Advertising/Signage

Seattle Center has authorized, and reserves the right to authorize, exclusive sponsorship and advertising agreements for the Seattle Center grounds and to approve all exterior signage. The reservation of these rights may limit the tenant's advertising and sponsorship opportunities or restrict the types of products that may be sold in its building. The proposer will have the right to sell sponsorship and advertising affecting the interior of its building, subject to Seattle Center's exclusive sponsorship and advertising agreements.

#### I. Exclusive Rights

All uses of the Thomas Street Space are subject to existing exclusive rights granted to other tenants. The existing exclusive rights as of the date of this RFP are listed as an Exhibit to this RFP.

#### J. General Terms and Conditions

In addition to any requirements identified above, final agreements shall include and address the following general terms:

- Appropriate risk allocation, including a requirement that proposer indemnify and defend the City.
- Prohibition of sublease of the property or facility to a third party, or mortgage of leasehold interest, without the consent of Seattle Center.
- Insurance requirements and provisions acceptable to the City's risk manager.
- Compliance with all applicable provisions of the Seattle Municipal Code, ordinances, laws, rules, and regulations, including, but not limited to, nondiscrimination provisions under Chapters 14.04, 14.10, 20.42, and 20.45 of the Seattle Municipal Code.
- If the parties reach agreement following the selection of a proposal, the successful proposer must meet all applicable licensing requirements prior to final execution of any agreements. The proposer must license, report and pay revenue taxes for the State of Washington Business License (UBI#) and Seattle Business License, if required by law.
- ADA Compliance: Proposers shall be responsible for compliance with applicable building codes and with the Americans with Disabilities Act (ADA). As a public entity, the City is subject to Title II of the ADA, and proposers should consider guidelines of both Title II and III. In cases where the standards differ, the design and construction of the project shall be held to the standard that provides the highest degree of access to individuals with disabilities. In cases where provisions of the ADA differ from requirements contained in building codes and other regulations, the design shall comply with the standard that provides the highest degree of access to individuals with disabilities.
- The City values inclusion of women and minority business enterprises (WMBEs) and will
  require the proposer to make a meaningful effort to utilize WMBEs in the development of the
  project.
- Other customary terms and conditions for development and lease agreements.



# 5. SUBMITTAL REQUIREMENTS

Proposals shall consist of the following items. Failure to respond fully may disqualify your proposal.

#### A. Organizational Overview

Provide a general overview of your organization, including the organization's structure and purpose, names and professional biographies of key personnel and their role related to your proposal, and descriptions of other retail, hospitality, or entertainment projects your organization has developed and operated. Provide two references external to your organization who can speak to your prior experience relevant to your proposal.

#### **B.** Project Vision

Provide a narrative that describes the project vision, and answers the questions, "why this project, why at Seattle Center, and why now?" Explain how your proposal contributes to Seattle Center's Purpose, complements the existing mix of attractions and partner organizations at Seattle Center, and enhances the Thomas Street gateway to the Seattle Center campus.

#### C. Development Project Description

Present a detailed plan of your proposed development of the Thomas Street Gateway Site and, if applicable, any expanded areas described in Section 3 of this RFP. Include the following components:

- · Description of the design and development team.
- Pre-concept design work such as a site plan, sketches, reference images, and/or floor plans. Describe the key ideas or conditions driving the project design.
- Preliminary schedule for design, entitlements, construction and opening, assuming a negotiated ground lease and development agreement are approved by City Council by July 1, 2026.
- Include a timeframe and plan for temporary and/or permanent relocation of the Seattle Monorail Services office.

#### D. Description of Operations

Describe how you will manage your proposed business and facility, including:

- Days and hours of operation, staffing and activity plan, and/or event schedule.
- Your plan for communications, marketing, and branding.
- Your plan for routine and capital maintenance.
- Your vision for how your business and operations will interface with the operations of the Seattle Center campus and immediate surroundings at the site.

#### E. Lease Terms

Outline the proposed lease terms and financial return to Seattle Center, including the one-time contribution to the public Thomas Street improvement project, per the Key Lease Terms outlined in Section 4.A.



#### F. Project Financial Strategy

Provide specific information about the financial strategy to implement your proposal from development through operations, including the following elements:

- Development budget detailing all anticipated costs including hard costs, soft costs, and contingencies.
- Sources and uses statement that identifies all funding sources (equity, debt, grants, revenues) and their specific applications within the project.
- Operating pro forma detailing projected income and expenses over the specified period, accounting for factors like rent escalations, staffing, and maintenance costs.
- Financing strategy outlining your approach to securing necessary funding, including timelines for obtaining commitments and any assumptions made.

#### G. Proposer Financial Information

Provide audited financial statements for each of the last five years as proof of financial stability. If you have experience with the type of programming being proposed, we ask that you submit related financial data for the past experience(s) to strengthen your proposal.

#### H. Public Records Act

Under the State of Washington's Public Records Act (reference RCW Chapter 42.56, the "Public Records Act"), all materials received, used, or created by the City of Seattle are considered public records. These records include, but are not limited to, the Proposal submittals, agreement documents, contract work product, or other Proposal materials.

The Public Records Act requires that public records must be promptly disclosed by the City upon request, unless the records are specifically exempted under the Public Records Act. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108. If you believe any of the records you are submitting to the City as part of your Proposal are exempt from disclosure, you can request that the City notify you before releasing the records. To do so, you must very clearly and specifically identify in your submittal each record and the exemption(s) that may apply.

If the City receives a public disclosure request for any records you have properly and specifically identified, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents. The City will NOT assert an exemption on your behalf.



# 6. SUBMITTAL DUE DATE

To be considered, the proposal is due electronically through OpenGov.

Click here to submit your proposal

by 5 p.m. on September 10, 2025

URL: <a href="https://procurement.opengov.com/portal/seattle/projects/176573">https://procurement.opengov.com/portal/seattle/projects/176573</a>



Proposals will be evaluated by a review committee based on the following factors. Proposers whose submittals are considered most competitive will be invited to present their proposals during an interview. The final selection of a partner will be authorized by the Seattle Center Director.

- A. Proposer's relevant expertise and sound financial condition over time, including the proposer's ability to program and manage an active use; to operate and maintain the facility; and to provide continued future investment in the facility and the proposed use. (15%)
- B. Proposed annual revenue and related financial contributions to Seattle Center. (30%)
- C. Quality of project as proposed, including building design and retail concept, estimated construction costs, proposed schedule and financing. (30%)
- D. Contribution of the proposed design and use to the Seattle Center purpose, existing tenants, diversity, and the mix of programs, attractions and open spaces at Seattle Center. (15%)
- E. Interview (10%)





# 8. REQUEST FOR PROPOSALS SCHEDULE

ELEMENT	COMPLETED BY
Publish RFP	Tuesday, June 17, 2025
Optional Site Tours (In-person)	Wednesday, June 25, 2025, 10 a.m. or Wednesday, July 9, 2025, 12 p.m.
Mandatory Pre-submittal Conference (Virtual)  Meeting link provided to parties registered in OpenGov	Tuesday, July 22, 2025, 11a.m. or Tuesday, July 29, 2025, 12 p.m.
Last Day for Proposer Questions	Wednesday, Aug. 6, 2025
City Responses to Proposer Questions Due	Thursday, Aug. 21, 2025
Proposals Due	Wednesday, Sept.10, 2025, 5 p.m.
Review of Proposals and Interview List Determined	Monday, Sept. 29, 2025
Deadline to Submit Interview Presentation Materials	Monday, Oct. 13, 2025
Interviews	Week of Oct. 13, 2025
Selection	Week of Nov. 3, 2025

# 9. SUBMITTAL PROCESS

- A. <u>Mandatory Pre-Submittal Conference</u>: Seattle Center will host two options for a mandatory virtual pre-submittal conference at the times and dates specified on Page 1. Proposers are required to attend one of the two conferences in order to be eligible to submit a Proposal.
- B. <u>Questions</u>: Proposers may submit questions in OpenGov until the stated deadline. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Proposer of responsibilities under any subsequent contract. It is the responsibility of each proposer to assure they receive responses to questions if any are issued.
- C. <u>Changes</u>: Seattle Center may make changes to this RFP if, in its sole judgment, the change will not compromise the objectives in this solicitation. Any change to this RFP will be made by formal written addendum and shall become part of this RFP.
- D. Receiving Addenda and/or Questions and Answers: It is the obligation and responsibility of the Proposers to learn of addenda, responses, or notices issued by Seattle Center. Some third-party services independently post City of Seattle solicitations on their websites. Seattle Center does not guarantee that such services have accurately provided all the information published by Seattle Center.



#### E. Proposal Submittal:

- 1) Proposals must be received by Seattle Center no later than the date and time in Section 6, except as revised by Addenda.
- 2) The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.
- F. <u>Prohibited Contacts</u>: Proposers shall not interfere in any way to discourage other potential and/or prospective proposers from proposing or considering a proposal process. Prohibited contacts include, but are not limited to, any contact, whether direct or indirect (i.e., in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer), to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of Seattle Center, the Proposer that initiates such contacts may be rejected from the process.
- G. <u>Effective Date of Proposal</u>: All submitted proposals shall be deemed valid at least twelve (12) months after submissions. Any proposal selected for contract negotiations shall remain valid through the negotiation period. Should any Proposer object to this condition, the Proposer must object prior to the deadline for questions.
- H. <u>Changes or Corrections to Proposal Submittal</u>: Prior to the submittal due date, a Proposer may change its Proposal, if initialed and dated by the authorized representative of the Proposer. No changes are allowed after the closing date and time.
- Errors in Proposals: Proposers are responsible for errors and omissions in their Proposals. No
  error or omission shall diminish the Proposer's obligations to Seattle Center under any resulting
  contract.
- J. Withdrawal of Proposals: Proposal may be withdrawn by written request of the Proposer.
- K. Additional Information: After submission of a proposal, and before acceptance of any proposal by Seattle Center, proposers shall furnish such additional information related to the proposal and their financial status as Seattle Center may reasonably request
- L. <u>References</u>: Seattle Center may contact one or more references. Seattle Center may use references named or not named by the Proposer. Seattle Center may also consider the results of performance evaluations issued by Seattle Center on past projects.
- M. Acceptance of Proposals in Part; Rejection of Proposals: Seattle Center reserves the right to accept all or part of a proposal, reject any or all proposals, waive any immaterial defects, irregularities or informality with respect to any proposal, modify the review period, and/or request additional information from proposers to inform and support the evaluation process. No agreements or understandings between Seattle Center and the selected proposer(s) shall be binding until agreement documents have been duly executed.



- N. Ethics Code: Proposers must be familiar and comply with the City Ethics code: http://www.seattle.gov/ethics/etpub/et\_home.htm. For an in-depth explanation of the City's Ethics Code for Contractors, Vendors, Customers and Clients, visit: http://www.seattle.gov/ethics/etpub/faqcontractorexplan.htm. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.
- O. <u>Negotiations</u>: In the event the successful proposer does not execute agreements as anticipated herein within 12 months after proposal submission, Seattle Center may terminate contract negotiations, may select another proposer for negotiations, may call for new proposals, or may contract with another party to take any other action Seattle Center deems to be in the best interest of the City.
- P. <u>Responsibility for Costs</u>: Proposers are responsible for all expenses associated with the preparation and presentation of the proposal, and Seattle Center will not reimburse any costs.
- Q. <u>Protests</u>: Any protest relating to this RFP shall be strictly subject to the limitations and procedures in this Section.
  - 1) Protest of Contents of RFP.

The protest of any specification, term, requirement, condition, or any other item or process in connection with the RFP must comply with the following:

- a) Protests must be filed no later than 30 business days prior to the deadline for submission of Proposals.
- b) Protests must be submitted in writing to the RFP Contact.
- c) If the protest decision results in a change to the RFP, Seattle Center shall issue an addendum identifying the new or revised RFP provisions.
- d) Proposers waive the right to challenge or protest any specification, term, requirement, condition, or any other item or process in connection with the RFP by failing to strictly comply with this requirement.
- 2) Protest of Selection.

Seattle Center will provide all proposers notification of the highest-ranked proposal and proposer with whom Seattle Center will enter into negotiations. After notification, proposers who were not selected may only protest the selection decision by complying with the following process:

- a) Proposers may request a debriefing within 3 business days after selection notification.
- b) Proposers are required to participate in a debriefing as a pre-requisite for submitting a protest.
- c) Proposers must file a written protest within 5 business days after the debriefing.
- d) The grounds upon which a protest may be based are as follows: A matter of bias, discrimination, or conflict of interest on the part of an evaluation committee member; and substantial and material non-compliance with procedures described in the RFP document.
- e) Protests shall not be based on Seattle Center's subjective determination that an individual proposal is most advantageous to Seattle Center.
- f) Protests must be submitted in writing to RFP Contact. The protest shall identify with particularity the nature and grounds of the protest.



- g) Seattle Center will issue a response within ten (10) business days from the receipt of the protest, unless additional time is needed. The protesting proposer shall be notified if additional time is required.
- h) The decision of Seattle Center on any given protest is final.
- Proposers waive the right to challenge or protest any selection decision or related process in connection with the RFP by failing to strictly comply with this requirement.

# 10. INQUIRIES

Questions and inquiries regarding any aspect of the proposal documents or any other matter relating to this RFP must be submitted through OpenGov.

Any subsequent addenda or announcements to this RFP are available at

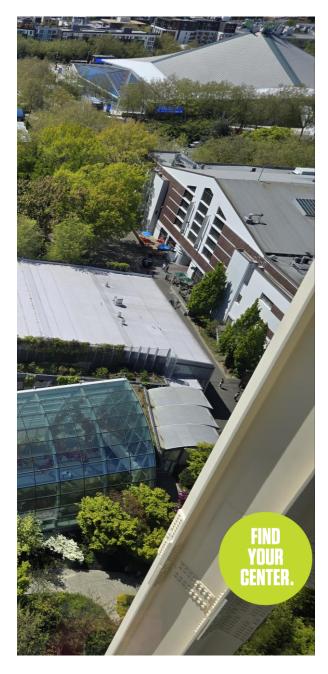
https://procurement.opengov.com/portal/ seattle/projects/176573. A list of all inquiries and responses will be published on this website.

Proposers must complete a free registration prior to viewing, printing and saving the RFP and notices to their own equipment at no cost. Notwithstanding efforts by Seattle Center to provide such notices, it remains the obligation and responsibility of the proposer to learn of any addenda, responses, Q&A, or other notices issued by Seattle Center.

#### Registering at

Procurement.OpenGov.com

and following this RFP is the only way to ensure notification of any subsequent addenda or announcements.





# EXHIBIT 1 – Seattle Center Campus Map





# EXHIBIT 2 – Thomas Street Gateway Site Design Guidelines

#### **Planning and Design Principles**

Design presented as part of the submitted proposal shall be early-concept design, developed enough to communicate the proposer's intent and to support the plan for operations. Seattle Center will expect to be engaged in a collaborative process with the successful proposer to arrive at a final design, which will be subject to the Seattle Center Director's approval.

The Planning and Design Principles stated below, taken from the Seattle Center Century 21 Master Plan, are the principles most relevant to the Thomas Street partnership project.

- The campus should be designed to draw people into the center of the grounds.
- Entrances and visual connections into and through the campus should be clearly defined.
- A mix of activities and amenities should be inviting to the diversity of Seattle Center users.
- Pedestrian-friendly planning should unify the campus.
- New design should emphasize flexibility, vibrancy, clarity, and artistic expression.

#### **Design Guidelines for Thomas Street Redevelopment**

The project will be responsible for obtaining all permits through the standard City permit application and review process, including a Landmarks Preservation Board Certificate of Approval if required. In addition, because the property is within the Seattle Center campus, the project must be consistent with the following design guidelines established by Seattle Center in accordance with its Master Plan:

- Maximum height: 30', maximum 2-story development preferred
- New buildings and elements should be sited and conceived to reinforce the cohesion of Seattle
  Center as a campus. Treat existing architectural icons respectfully. Consider views and patterns
  of movement.
- Locate active uses along public edges of buildings, with maximum transparency and generous entries. Active facades on vacated Thomas Street and 4<sup>th</sup> Ave. N. are a priority for this site, and views to/from the Monorail station should be engaging and not turn a blank face.
- Design buildings and spaces to accommodate a wide range of users, to be comfortable and attractive during day and evening hours, across the seasons, during festivals and quiet periods.
- Landscaping, exterior lighting, and site furnishings will be expected to adhere to Seattle Center campus standards and are subject to review by Seattle Center operations staff.
- Create a well-proportioned façade with quality materials, appropriate to the use and character of the building and its position at a highly visible entry to the Seattle Center campus.
- Detail materials thoughtfully, considering the expression of joints and edges and a high level of care and craftsmanship.





- Arrange site elements such as ramps, retaining walls, and exterior seating thoughtfully and integrated with the project from early in the design.
- Architectural elements including handrails and canopies should be based on the language of the associated building but can also take cues from other buildings on campus, where appropriate.
- Sustainability: Incorporate sustainable design strategies and systems in new buildings that reduce energy use. Consider energy use reduction in shaping the building form. LEED Silver or better currently is the goal for all projects on campus. Consider making sustainable design choices visible as a showcase for design excellence.
- Flexibility: Exterior design of the development site and infrastructure (power, utilities, etc.) should consider opportunities to support the variety of uses at Seattle Center and be developed in dialogue with Seattle Center.
- Consider pedestrian safety at the Thomas Street entry in all elements of the exterior/landscape design.
- Engage thoughtfully with the Monorail station where relevant.
- Consider opportunities to integrate public art on the site.

The <u>Seattle Center Century 21 Master Plan</u> and its appendices can be downloaded <u>from this page</u>.





# ORIGINAL Strawberry Shortcake BIRINGER FARM Slingin Gales Since 38



# EXHIBIT 3 – Outdoor Vendor Data



#### **Third-Party Vendors**

Seattle Center welcomes proposals that include plans to work with third-party vendors and to create opportunities for diverse small businesses. Our track record shows there is a strong market for a variety of well curated retail offerings, and we are open to partnerships that will improve and strengthen the outdoor vending program mix, aesthetic, and financial performance.



#### **Concession Licenses**

Seattle Center has executed concession licenses with eight (8) food and retail vendors offering various concessions on Thomas Street. Each license has a term of one year. Annual renewal of vendor licenses is often requested and granted by Seattle Center, and many of the outdoor vendors have been doing business at Seattle Center for more than a decade.



#### Fees

Vendors currently pay Seattle
Center a license fee equal to
18% of Gross Sales, plus
Leasehold Excise Tax. Vendor
carts, structures, and
furnishings are subject to
approval by Seattle Center and
vendor location is designated
by Seattle Center campus staff.



#### **Annual Sales**

Between 2022-2024, individual licensed food and beverage vendors on Thomas Street reported annual sales ranging from \$70,000 to \$336,000.

Non-food/beverage retail vendors reported annual sales ranging from \$30,000 to \$228,000.



# EXHIBIT 4 – Existing Building Description and Plans

Below is a description of the existing building on the Thomas Street Gateway Site. Because of the building's age and historic associations, it is recommended that environmental review under the State Environmental Policy Act (SEPA) include a landmark eligibility review. Seattle Center is willing to provide records in its possession to support the proposer's preparation. Tips can be found online: MUP/SEPA Instructions - Neighborhoods | seattle.gov

#### History

Originally built for the 1962 World's Fair, the existing building (known as the Alweg Building) housed the Quick Draw Theater where Fair-goers could watch a 12-minute film of quick-drawing cowboys. After the World's Fair, the original portion of the building served as administrative offices for the Alweg Monorail and Seattle Center (the Monorail still occupies the second-floor offices today). The lower floor of the building was enlarged to its current size in 1991 when a retail shop, the Frontier Gallery, occupied the space. Seattle Center Foundation took over the space in 2011 and is currently subleasing the site as a retail shop on a year-to-year contract.

#### Description

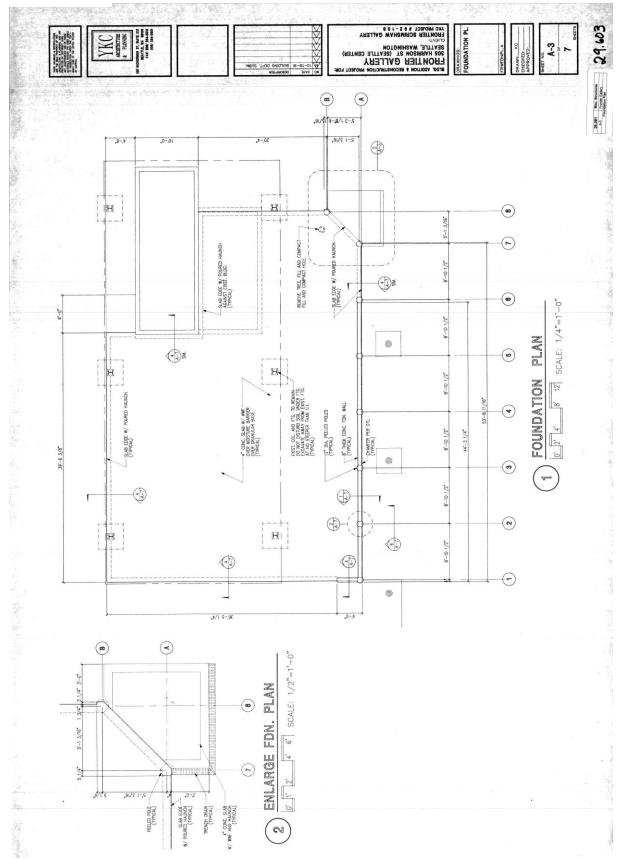
The Alweg Building consists of one structure with two separate levels. There is no internal access between the levels. The Seattle Monorail administrative offices on the upper level are accessed via the Monorail platform. Access to the lower level is through a southeast-facing double door on the southeast corner of the building.

The Alweg Building's lower level is approximately 2,716 sq. ft. Based on exterior measurements, the ceiling heights inside the ground floor are approximately 9' to 11'. There are no restrooms inside the space. The electrical panel capacity on the lower level is 200 amps – 3 phase. The upper and lower levels have separate heating systems. The lower level has gas heating and cooling with a separate HVAC unit, while the upper level has separately metered electricity, gas heating, and water/sewer. Sewer and water mains are located on the north side of the building, and the gas main is located on the east side of the building.

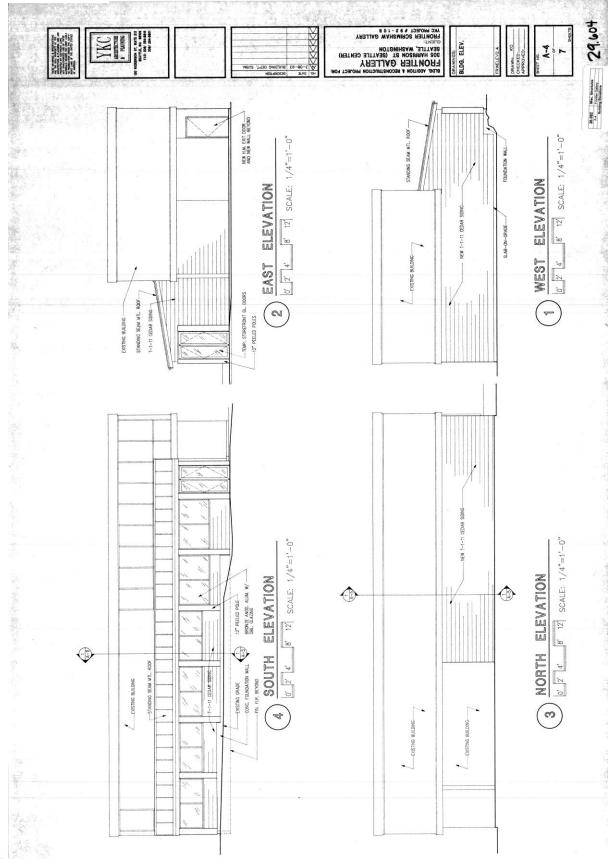
The building's exterior walls are 2x4 framing with 5/8 GWB on the interior; floors and roof are structural steel/wood framing. The second-floor roof is wood construction. Windows facing the Space Needle line the entirety of the south side of the building, and the southern half of the east side of the building also has windows.

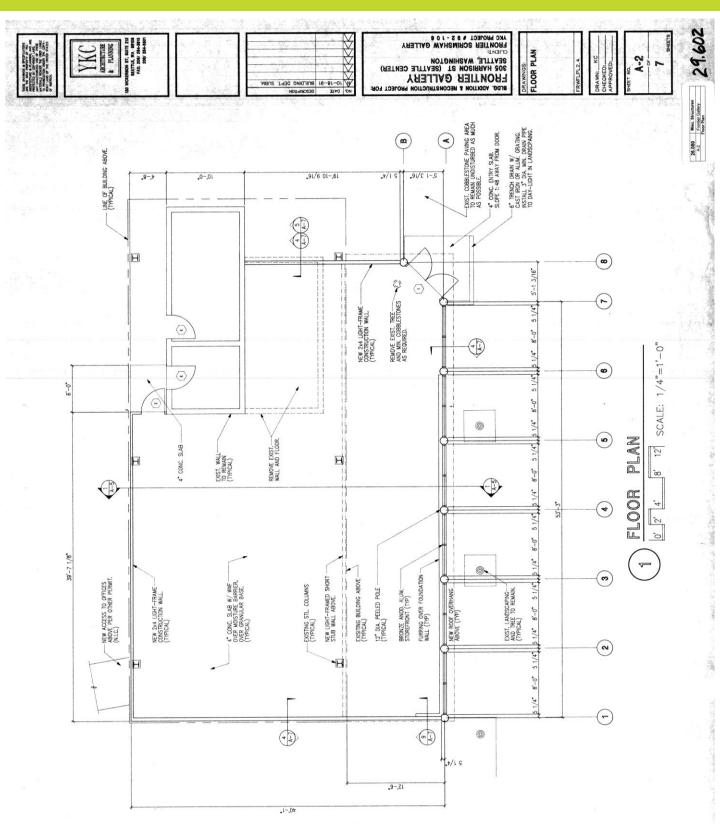




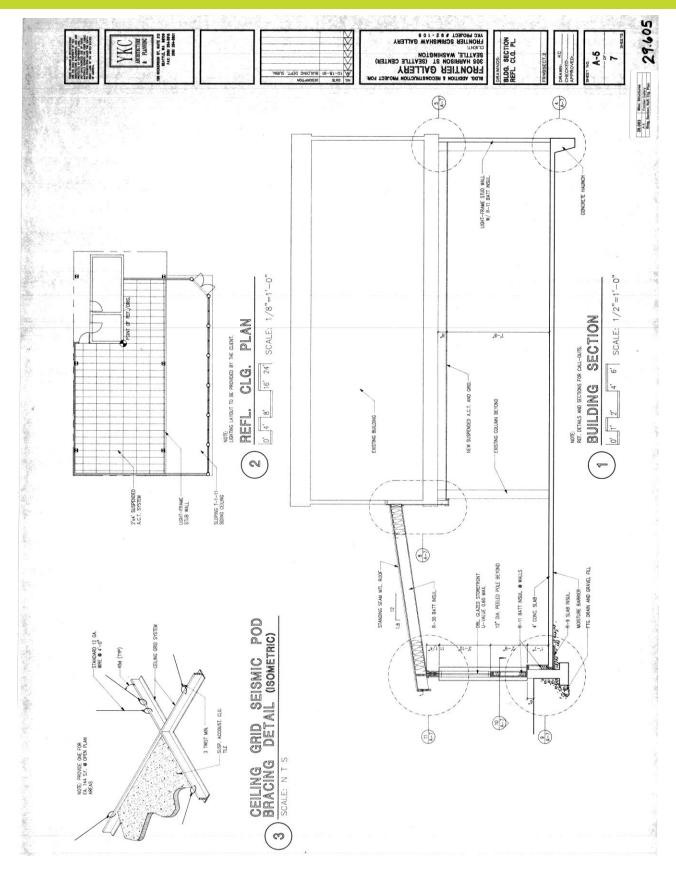








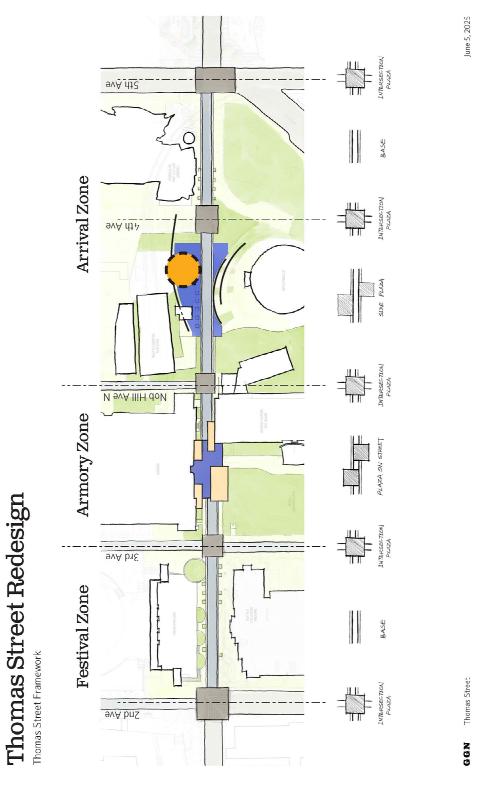
# seattlecenter.com





# EXHIBIT 5 – Thomas Street Public Project Design Framework

Seattle Center is redesigning Thomas over four blocks between 5th Ave. N. and 2nd Ave N. with a new festival street design featuring quality paving, landscaping, lighting and seating. The project is currently in schematic design phase. The selected proposer will collaborate with Seattle Center and its design team to integrate the proposed project with the street design as both develop further.





# seattlecenter.com



# EXHIBIT 6 - Seattle Center Partners' Exclusive Rights

- 1. MOPOP has the right to be the only institution at Seattle Center
  - 1. whose primary focus and use is the programming of exhibition space devoted to music and/or popular culture, and
  - with retail sales of any items possessing or containing MOPOP logos, service marks or trademarks
- 2. Chihuly Garden and Glass has the exclusive right to
  - 1. retail sales of any items possessing or containing logos, service marks or trademarks pertaining to Chihuly Garden and Glass or Chihuly art of any kind, and
  - operation of a glass art exhibit or retail glass art space. The sale of a de minimis or negligible amount of glass souvenirs, memorabilia or other similar glass products is allowed.
- 3. KEXP has the exclusive right to operate a radio station broadcast facility at Seattle Center.
- 4. Verizon has the exclusive right to provide wireless infrastructure to the Seattle Center campus
- **5. Armory Vendors:** Certain vendors licensed to operate inside the Armory have exclusive rights to food/beverage categories, which are applicable only within the Armory.



# seattlecenter

