



City of Seattle



REQUEST FOR PROPOSALS for DEVELOPMENT PARTNER

**Project Title: Memorial Stadium Redevelopment and Operation
RFP #2023-001**

Schedule

Table 1: RFP Schedule

Schedule of Events	Date/Time
Solicitation Release	March 20, 2023
Mandatory Pre-Submittal Conference <i>Location – Seattle Center Armory and Memorial Stadium site walk</i>	March 30, 2023, 1:00 p.m. (Armory Loft 3) or April 3, 2023, 1:00 p.m. (Armory Loft 2)
Deadline for Questions	April 18, 2023
Response Deadline	May 2, 2023, 4:00 p.m.
Interviews	Week of May 15, 2023
Announcement of Successful Proposer(s)	Week of May 22, 2023
Anticipated Negotiation Schedule	May 30-July 14, 2023
Contract Execution	TBD - Subject to action by board and council

*The City reserves the right to modify this.
Changes will be posted on ProcureWare or as otherwise stated.*

RFP Contact Information

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Table 2: Delivery Address

It is important to use the correct address for the delivery method you choose.

Fed Ex & Hand Delivery – Physical Address	US Post Office – Mailing Address
Seattle Center Armory Customer Service Office 305 Harrison St Seattle, Washington, 98109	Seattle Center Armory Customer Service Office 305 Harrison St Seattle, Washington, 98109

Unless authorized by the RFP Contact, no other City official or employee may speak for the City and no Seattle Public Schools (SPS) official or employee may speak for SPS regarding this solicitation until the award is complete. Any Proposer contacting other City or SPS officials or employees does so at Proposer's own risk. The City and SPS are not bound by such information or communication.

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Exhibit 3: SPS Board Policies & Procedures

Exhibit 4: Principles for Design Integration

Exhibit 5: Seattle Center Operational Requirements

Exhibit 6: Community Conversations Theme Summary

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Exhibit 9: Community Workforce Agreement example

Exhibit 10: SPS Student & Community Workforce Agreement model

Exhibit 11: WMBE Implementation/Inclusion Plan

Exhibit 12: Proposer Questionnaire Form

PREVIOUS SITE STUDIES – accessible in ProcureWare

1. Populous, 2022
2. Bassetti Architects, BTA V, 2021
3. NBBJ, 2019
4. Bassetti Architects, BEX V, 2017
5. Seattle Center: What's Next, 2016
6. Century 21 Master Plan, 2009

Introduction

Seattle Public Schools (“SPS”) and the City of Seattle (the “City”) (collectively, “the Sponsors”) jointly invite proposals from qualified parties interested in investing in, redeveloping, operating, and maintaining a new financially sustainable Memorial Stadium as a state-of-the art multi-purpose sports, educational, and entertainment stadium at Seattle Center (“Project”). The Sponsors have significant financial resources to commit; however, they are seeking a private partner to provide additional funding that will enhance commercial and public opportunities.

During 2022, voters approved \$66.5 million for the replacement of Memorial Stadium in the SPS Buildings, Technology and Academics/Athletics V (“BTA V”) levy. The Seattle City Council approved \$21 million in the 2023-24 budget and expressed the Council's intent to continue working with the Mayor and SPS to identify additional funding, above the \$21 million with the goal of reaching no later than 2026 a combined total contribution of \$40 million from the City for this Project (See Section 2.7 Financial Information).

Through this Request for Proposals (“RFP”), the Sponsors jointly seek to select a proposer qualified and experienced with similar developments to be their private development partner and operator (the “Developer/Operator”) to: (1) make the new stadium a state-of-the-art civic venue for athletic, educational, cultural, entertainment and community events, including interscholastic sports; (2) enhance and fully integrate the facility with the Seattle Center campus; (3) provide a range of opportunities for students and youth; and (4) collaborate with the Sponsors on the design of an enhanced facility to better serve students and the public.

Through this RFP process, the Sponsors hope to select a proposal that best meets their Memorial Stadium Vision, Objectives and Project Requirements, and to negotiate with the selected proposer a long-term sublease with operating requirements (Sublease and Operating Agreement(s)) and a redevelopment agreement (Development Agreement), which will establish the Project scope, performance, quality, and schedule completion requirements. The anticipated agreements are described in more detail in Section 2.1. They must be approved by the SPS Board of Directors and Seattle City Council and will be contingent upon the completion of all applicable permitting and environmental review requirements.

Should agreement be reached with a Developer/Operator, the Sponsors anticipate that the Developer/Operator will take a lead role and be responsible for the planning, design, permitting, construction, and long-term operation and maintenance of the new stadium, as well as accept full responsibility for all construction costs, including any cost overruns. The Sponsors also anticipate that in consideration for a substantial private investment, the selected Developer/Operator will receive use rights to the facility when not needed for SPS or City events. The total amount of Sponsors’ dollars committed to this project is fixed and proposers should not expect any further contributions from the Sponsors.

This RFP is based on certain agreements in a Memorandum of Agreement MOA (Exhibit 1) signed by SPS Superintendent Brent Jones and Mayor Bruce Harrell in November 2022. The Sponsors are jointly issuing this RFP and managing the process of selecting the Developer/Operator. The City will, in close collaboration with SPS, undertake negotiation of legally binding agreements and oversee the design, development and construction of the Project and manage the ongoing relationship with the Developer/Operator.

The Sponsors will create a joint operating oversight committee that will include representatives of the Developer/Operator and the Sponsors and be responsible for joint oversight of the management of the Project after completion. (See Section 2.3.)

Qualified parties must propose to replace Memorial Stadium (“Proposal”). The existing stadium occupies two adjacent real estate parcels, both owned by SPS and depicted in Section 2 below (See Site Map). The lot on which most of the existing stadium is sited is referred to in this RFP as Parcel A. The lot immediately to the east of Parcel A, referred to in this RFP as Parcel B, is occupied by the eastern portion of the existing stadium, the Memorial Wall, and the SPS 5th Avenue parking lot. All proposals must demolish and replace the existing stadium within the redevelopment site depicted in Section 2, which is Parcel A and the portion of Parcel B currently occupied by the eastern portion of the existing stadium and the Memorial Wall (essentially the existing Memorial Stadium footprint).

Proposers may optionally elect to submit a Project Alternate that would redevelop some or all of the additional eastern portion of Parcel B. Proposals may also include options to redevelop or use portions of adjacent streets or other Seattle Center properties for uses complementary and beneficial to Memorial Stadium and Seattle Center. (See Base Redevelopment Site, Section 2.2.1.)

The Memorial Wall at Memorial Stadium may qualify for Landmarks designation and protection. If designated, Controls and Incentives might be placed on the Memorial Wall consistent with the Seattle Municipal Code. It is assumed that the stadium facilities will not be landmarked, but the Memorial Wall must be preserved and restored in some fashion as part of this redevelopment. Any proposals to relocate, restore, or rehabilitate the Memorial Wall as part of the redevelopment of the stadium are subject to the approval of SPS and the City Landmark process (if applicable) described further in Section 2.6.1 below, and should avoid impacts on the usability of those portions of Parcel B that are not included within the redevelopment.

Overview of Request for Proposals

This section is an overview of the Request for Proposals. Detailed requirements can be found in Section 3 Expected Redevelopment Terms, and Section 4 Proposal Content Requirements. The proposed structure of the Sublease is that the new stadium site would be leased to the City and subsequently subleased to a successful proposer. The City will take the lead in negotiating the Sublease and a Development Agreement that must be agreed to and approved by the SPS Board of Directors and City Council. (See Section 2.1, Sponsors’ Agreements and Roles and Responsibilities.)

Required Proposal for Memorial Stadium Base Project

Proposers must make a Proposal to replace Memorial Stadium that describes the facility and proposed operations, describes how and to what extent the Proposal aligns with the Project Vision (Section 1.1), Memorial Stadium Objectives (Section 1.3), and Program Requirements (Section 2.5), and presents assumptions and detailed capital and operating budgets. See Section 4 for more detail on Proposal requirements.

Optional Project Alternates

In addition to the required base Project Proposal described above, Proposers may also submit a Project Alternate to redevelop or use some or all of the additional eastern portion of Parcel B for uses

complementary to Memorial Stadium and Seattle Center and that provide full compensation to SPS and benefits to students and youth.

Proposal Alternates that would redevelop some or all of the parking lot portion of Parcel B must provide a financial return to SPS beyond the base project commensurate with the fair market value of all portions of Parcel B that are included in the redevelopment, as well as other value considerations, as determined by SPS.

Project Alternates may also include adjacent City-owned rights-of-way (which could require street vacation) and/or portions of properties at Seattle Center. Any use of City property must replace Seattle Center uses on the rights-of-way and/or property. Proposals that use City property must also demonstrate additional cultural benefits to the Seattle Center and a financial return to Seattle Center commensurate with the fair market value of the property.

Development of a Project Alternate may be considered if demonstrated to have no adverse impacts on finances, operations, and activities of SPS and Seattle Center. Development Proposals for properties must align with and realize the zoning potential and Section 2.4 Principles for Design Integration.

1. Vision and Objectives

1.1. Vision

Through a partnership among SPS, the City, and the private sector, the new Memorial Stadium will be a financially sustainable state-of-the-art venue of prominent design centered on students and youth and fully integrated with the Seattle Center campus. The facility will provide new public open space and campus connections, be welcoming to all, and offer unparalleled athletic, educational, cultural, entertainment, and community opportunities in the heart of Seattle for generations to come. It will continue to serve as SPS's premier venue for interscholastic sports events. It will open new opportunities to bring student athletics, arts, and culture together in a common, central, iconic place. It will foster much stronger partnerships between SPS and Seattle Center organizations and the community to directly support student career readiness and opportunities.

Links to several prior Memorial Stadium concepts commissioned by the City and SPS (individually and together) are provided as resources. These studies range from a minimal spectator stadium built to the standards of the Washington Interscholastic Activities Association (WIAA) (Exhibit 2) with 4,500 seats for high school football, soccer, and track and field, to aspirational 12,500 seat stadium visions. Respondents are encouraged to draw on these resources to propose their own creative designs. However, Proposals must meet the Sponsors' Vision, Memorial Stadium Objectives, and Program Requirements described in this RFP.

1.2. Students Come First

SPS believes it is essential to place the interests of students above all others in every decision it makes. SPS is committed, as stated in SPS Board Policy No. 0030, Ensuring Educational and Racial Equity, to providing "every student with equitable access to a high quality curriculum, support, facilities and other educational resources." (Exhibit 3).

1.3. Memorial Stadium Objectives

The objectives (the "Project Objectives") for the redevelopment are described below:

- a) The Project will be student-centered and will provide opportunities to benefit students throughout the design, construction, and operation of the facility. SPS's Student-Centered Project Objectives are described in Exhibit 4.
- b) Provide a state-of-the-art Memorial Stadium that will be suitable for high school football and soccer competition (including playoff competitions), as well as other student-centered activities such as graduation events, and will attract and present opportunities for mixed-use athletic, educational, cultural, and community uses.
- c) Provide for planning, design, permitting, and construction of Memorial Stadium with fixed City and SPS financial contributions.
- d) Provide for Project design and construction that meets Sponsors' minimum Program Requirements. (See Exhibits 2 and 5.)
- e) Provide for Project design and operational integration with the Seattle Center campus, contributing positively to the vibrancy of Seattle Center.
- f) Provide for Project design and operations in a manner that integrates with and enhances connections to adjoining neighborhoods.
- g) After construction, provide for continuous, successful, sustainable operations and maintenance of the Stadium as a state-of-the-art civic venue with minimal City and SPS financial participation.
- h) Provide an environmentally sustainable Project in its design, construction, and operation.
- i) Mitigate transportation impacts resulting from construction and Stadium operations.
- j) Provide Project construction and Project operations in a manner that is equitable for workers, students, staff, families, and the broader community consistent with the City's Race and Social Justice Initiative and SPS's Board Policy No. 0030, Ensuring Educational and Racial Equity.
- k) Engage SPS and Seattle Center stakeholders and the broader community in a robust and inclusive outreach process that recognizes the tribal history of the Seattle Center area and seeks public input on the Project planning and design.

2. Background

2.1 Sponsors' Agreements and Roles and Responsibilities

In September 2016, a group of community stakeholders, including the Sponsors and the Seattle Center Foundation, convened a workshop to discuss the future of the Seattle Center. The December 2016 report of the workshop (titled "Seattle Center: What's Next") emphasized the need to "establish common ground between the City of Seattle and Seattle Public Schools," identified Memorial Stadium as a "pivotal site in future planning," and noted a common interest to "connect Memorial Stadium with the rest of Seattle Center."

In November 2017, the Sponsors entered into a Partnership Agreement signed by then-School Board President Leslie Harris and then-Mayor Tim Burgess that set forth their intention to partner to develop an enhanced Memorial Stadium.

In October 2021, the Sponsors signed a Letter of Intent ("LOI") that established a framework for this public-private funding partnership based on contributions from the voter-approved BTA V levy, the City, and

private sources. The LOI contemplated important initial steps in the form of financial commitments by SPS and the City, which have now been funded (See Section 2.7 Financial Information).

In a November 18, 2022, Memorandum of Agreement, the Sponsors have agreed upon their respective roles and responsibilities throughout this RFP process. Both Sponsors will continue to be jointly responsible during the RFP process and will communicate jointly through the RFP Contact, who is authorized to communicate on behalf of both Sponsors on all matters relating to this solicitation. Additionally, both Sponsors will participate in the evaluation and make a recommendation to the SPS Superintendent and the Mayor regarding the selection of a Proposal.

If a successful Proposal is selected, the City will take the lead, in close collaboration with and subject to the approval of SPS, in negotiating the terms for inclusion in legally binding agreements with the Developer/Operator. Based on the Proposals, the negotiations will include establishing the real property boundaries and rights that are included in the redevelopment (“Final Redevelopment Site”). Assuming those negotiations are successful, the City, in a principal role, will oversee the Developer/Operator’s design, development, and construction of the Project, also in close collaboration with SPS. Following Project completion, the City will manage the ongoing relationship with the Developer/Operator, in close collaboration with SPS as further described in Section 2.23 below.

While legally binding implementing agreements between the Sponsors have yet to be negotiated and will be subject to the approval of both the SPS Board of Directors and the Seattle City Council, the following anticipated contractual agreements reflect their current mutual understandings:

- a) SPS, as lessor, will enter into a long-term lease of the SPS property included in the Final Redevelopment Site to the City as lessee. The term of the lease and sublease to the successful proposer will depend upon the scale of the proposer’s capital contribution.
- b) The City will enter into a Development Agreement with the successful Proposer for design, development and construction of the Project.
- c) The City will enter into a sublease with the successful proposer for the SPS properties and City property (if any) included in the Final Redevelopment Site. The City and a successful Proposer may determine to structure their relationship such that the Sublease and Operating Agreement(s) are a sublease and a separate operations and maintenance agreement or one combined agreement. Any Sublease and Operating Agreement(s) shall ensure that:
 - i. The Developer/Operator continuously respects the priority student-centered use and financial requirements of SPS and the City’s requirements for meaningful integration with the operation of the Seattle Center; and
 - ii. The Developer/Operator operates and maintains the Project in first-class condition consistent with an objective standard measurable by reference to the maintenance of other reasonably comparable facilities. The sublease will protect SPS’s rights under the lease.

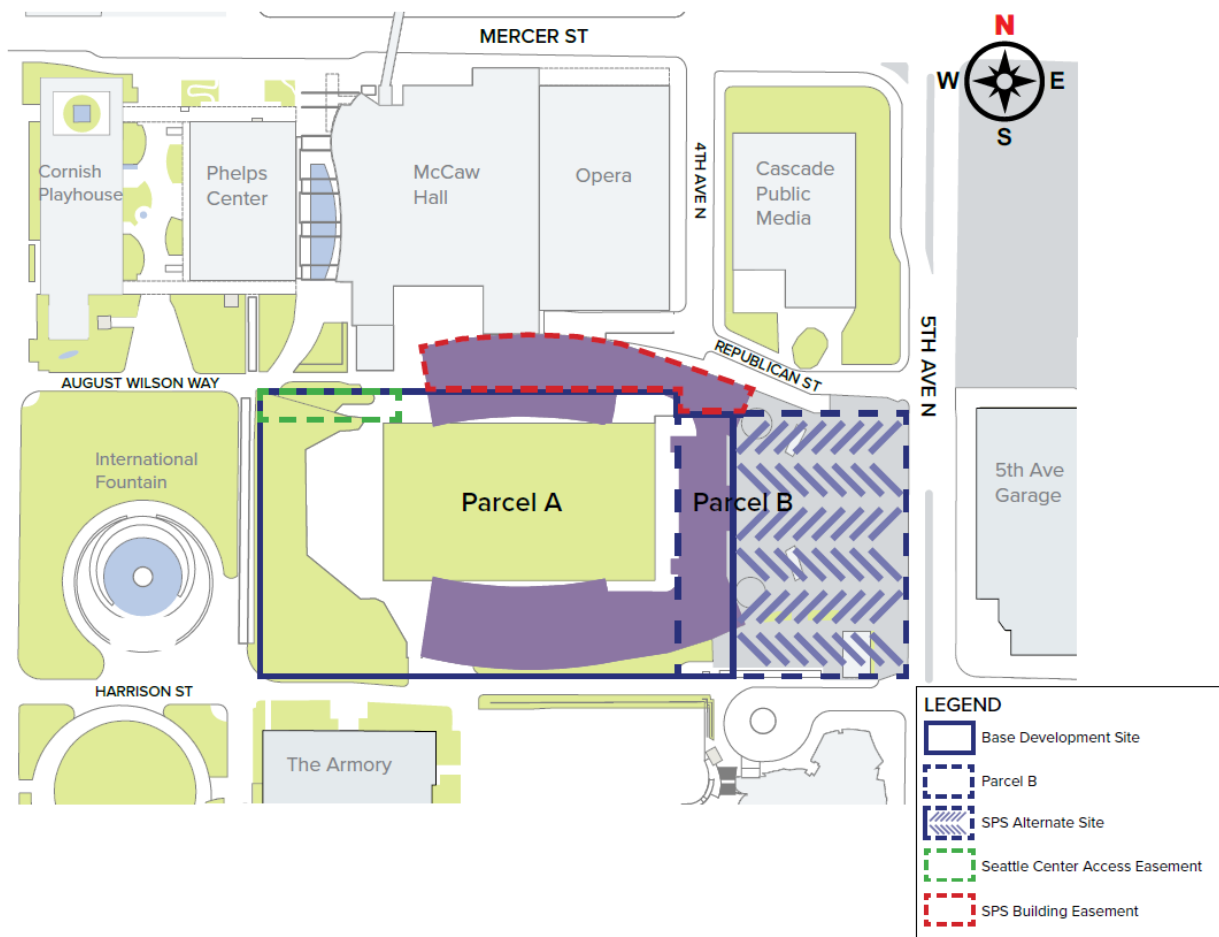
Proposers should be aware that certain existing SPS policies and procedures may need to be modified to allow activities and concessions that are not currently permitted at SPS-owned facilities. These include Policy No. 5201, which prohibits the possession of alcohol in a “district building”; Policy No. 4262, regarding community use of Memorial Stadium, which prohibits alcohol on the premises; and Board Procedure D137.00, which prohibits the drinking or possession of liquor in stadiums owned or leased by SPS. SPS policies and procedures can be changed by a majority vote of the SPS Board of Directors, following notice and an opportunity for public comment. (See Exhibit 3.) The City will work in close collaboration with SPS to develop proposed changes to SPS policies that align with the negotiated terms of the City lease and the Sublease and Operating Agreement(s) and that will be presented to the SPS Board of Directors.

2.2 General Information about Memorial Stadium and Seattle Center campus

2.2.1 Base Redevelopment Site

Memorial Stadium is currently a 12,000-seat stadium, built in 1947, located at 401 5th Ave. N., Seattle, WA 98109. The site is being provided “as is.” Proposers are expected to be familiar with Memorial Stadium, Seattle Center, and the Redevelopment Site, as well as any existing land use conditions, zoning requirements, encumbrances, City transportation plans for surrounding areas, and other laws, rules, and regulations affecting the development of the future Stadium. The City and SPS are providing general site information to assist proposers, however, each proposer is responsible for its own due diligence to verify site conditions.

Site Map



2.2.2 Memorial Stadium Property Boundaries

The Memorial Stadium site is Parcel A, along with that portion of Parcel B currently occupied by the eastern portion of the existing stadium and the Memorial Wall (“Base Redevelopment Site”). Parcel A is bounded by the north, west and south borders of the Base Redevelopment Site, as shown above, and by the western boundary of Parcel B. As shown in the figure above, portions of the existing Stadium extend beyond the SPS-owned parcels and occupy a part of the City-owned property to the north, pursuant to

easement rights granted to SPS. The Proposal may include the Seattle Center Access Easement and warehouse as part of the planned Redevelopment Site on the condition that the Seattle Center elements (Section 2.5.2) of the Project Objectives and Seattle Center Campus Requirements are satisfied. Please note that the Base Redevelopment Site does not include any access or easement rights over any portion of Parcel B that is shown in the map above as the “SPS Alternate Site” unless included as part of a Project Alternate Site as described in Section 2.2.4 below.

2.2.3 Surrounding Campus Elements/Features

Memorial Stadium is owned and currently operated by SPS; it is the home field for many SPS sports and activities, including high school football and soccer games, and serves as the venue for many high school graduations. However, it is also an integral element of the Seattle Center campus.

The Seattle Center encompasses 74 acres located immediately north of the downtown area in the Uptown Urban Center. Most of the campus is owned and managed by Seattle Center, a department of the City. The campus is situated on ancestral land of Native people and was once a tribal gathering place. Civic investment in the Seattle Center campus extends back to the 1920s, with even more significant investment made when the campus redeveloped for the 1962 Century 21 Exposition (more commonly referred to as the “Seattle World’s Fair”). Up to 12 million people visit Seattle Center every year.

In addition to Memorial Stadium, the Seattle Center campus includes Climate Pledge Arena; the Seattle Center Armory which houses food and beverage providers, the Center School high school operated by SPS, offices, theaters, and the Seattle Children’s Museum; Chihuly Garden and Glass; Seattle Rep; Cornish Playhouse, other arts, and entertainment venues; and a variety of open spaces which are used year-round for concerts, athletic events, community celebrations and festivals. Additional attractions which are not owned by the City include the Space Needle and the Pacific Science Center.

Several arts and cultural institutions and two heavily used outdoor public spaces are adjacent or nearly adjacent to the Redevelopment site. Cultural institutions include: Marion Oliver McCaw Hall; the Museum of Pop Culture (MoPOP); Seattle Opera at the Center, the headquarters of Seattle Opera that includes rehearsal and performance space, and also houses the KING-FM radio station; the Phelps Center housing Pacific NW Ballet and its ballet school; and the broadcasting headquarters of KCTS-9, now Cascade Public Media, which has been in operation since 1984 but will move to a new location at the end of 2023. Public spaces include the popular Artists at Play playground south of the Redevelopment Site, the Exhibition Hall, Fisher Pavilion, the Mural Amphitheater, and the International Fountain with surrounding lawn area to the west. In particular, the International Fountain Mall, Fisher Pavilion, Mural Amphitheatre, and Armory comprise the heart of public event and cultural activity on the campus and are the primary drivers of Seattle Center’s event-based revenue.

There are several facilities located across the street from the Redevelopment Site that share physical and legal relationships with Seattle Center. Among these are the Bill & Melinda Gates Foundation’s global headquarters, including its Discovery Center which hosts a variety of community events and educational programs. The 5th Ave N. Garage is a 1,307-stall parking garage operated by the City and primarily serving visitors and employees at Seattle Center and the Bill & Melinda Gates Foundation. The Seattle Center Skate Plaza is also located east of 5th Ave., at the corner of 5th Ave N. and Thomas St.



Seattle Center Campus Map

* When you park at these Garages, your fees support Seattle Center free programs and campus grounds.

Last Revised: 01/13/2023

2.2.4 Expanded Site Considerations

Proposers may also submit a Project Alternate to redevelop or use some or all of the SPS Alternate Site, adjacent streets, or portions of other Seattle Center properties, whether for access, easements, or for actual development. Any proposal for uses of additional property outside the Base Redevelopment Site, including any access rights across SPS Alternate Site, must be for uses complementary to Memorial Stadium and Seattle Center. Development of alternate property may be considered if demonstrated to have no adverse impacts on SPS or Seattle Center finances, operations, or activities, and if appropriate compensation is provided, as described below.

Project Alternates that redevelop or use some or all of the SPS Alternate Site must benefit students. If the SPS Alternate Site is used, the Developer/Operator must, at a minimum, provide compensation to SPS for the fair market value of all portions of Parcel B that are included in the redevelopment, as determined by SPS.

Any use of City property outside the Base Redevelopment Site must enhance the Project and must not have any adverse impact on Seattle Center operations or revenue. Proposals must have a cultural benefit, enhance community activity on the campus and provide a significant financial return to Seattle Center.

2.3 Operations and Maintenance Oversight

The City, in close collaboration with SPS, will manage the ongoing relationship with the Developer/Operator such that the Project and its Developer/Operator continuously respect the priority use and financial requirements of SPS and the City's requirements for meaningful integration with the operation of the Seattle Center. Among other steps, the City and SPS will create a joint operating oversight committee that will include representatives of both Sponsors, and that will be responsible for joint oversight of Sublease/Operating Agreement terms.

2.4 Principles for Design Integration

There are several different, but compatible, sets of principles and guidelines that will inform the Project described below and within Exhibit 4. Proposals should address the following sections.

2.4.1 Foundational Principles

In 2022, The Seattle Center Foundation convened a joint committee comprising key staff from SPS and the City to inform this RFP. The Foundation also invited a broad, diverse group of community stakeholders to Community Conversations to help shape these Principles.

These groups established a framework of Foundational Principles for the Memorial Stadium Project.

Adherence to these principles, listed below, should be reflected in the Proposal, and are expected to influence key planning, design, and operational decisions for the project:

- a) Centering students: Prioritize students in the planning, design, construction, and operation of the Project.
- b) Equity commitment: Welcome and include all, particularly those who have historically experienced institutional racism in society.
- c) Community access and engagement: Ensure the community shall be engaged in the Project's development. The Project shall be an essential venue to serve the community.
- d) Operations and maintenance: Operate and maintain the Project to sustain the quality of the facility and its services for the long term.

- e) Financial sustainability: Operate the Project to ensure financial sustainability over the long term to sustain the quality of programming and the facility.
- f) Environmental sustainability: Incorporate principles of environmental sustainability in the planning, design, construction, and operation of the Project.
- g) Partnerships: Realize the potential for educational, non-profit, and commercial partnerships to bring resources and high-quality programming for students and the community.
- h) Quality of design and experience: Ensure the Project is designed to high architectural standards and operated to create extraordinary experiences for visitors.

The highest priority is that the Proposer's design be student-centered. SPS's Student-Centered Project Objectives are described in Exhibit 4.

The Foundational Community Conversations Themes Summary which resulted from the 2022 meetings of the joint committee is provided for reference. (See Exhibit 6.)

2.4.2 SPS Design Principles and Technical Standards

The SPS Educational Specifications Design Principles and SPS Technical Standards for Memorial Stadium Replacement are expected to be used by the selected Proposer and incorporated in the Project's planning and design. (See Exhibit 4.)

2.4.3 Century 21 Master Plan Design Guidelines

There are many significant redevelopment opportunities at Seattle Center, and it is the City's goal to plan them holistically to make Seattle Center as iconic as New York city's Central Park or Chicago's Millennium Park. The use and development of Seattle Center is guided by the Seattle Center Century 21 Master Plan (linked [here](#)), as adopted by resolution of the Seattle City Council in August 2008 and amended in 2011. The Master Plan is a flexible framework based on a series of Planning and Design Principles intended to shape future development at Seattle Center. See Exhibit 4 for Significant Planning and Design Principles.

2.4.4 Uptown Neighborhood Design Priorities

Memorial Stadium's location, within both the Seattle Center campus and the Uptown Urban Center, makes it an integral part of the character of a growing urban neighborhood that is both residential and commercial. The Uptown Neighborhood Design Guidelines (2019) (linked [here](#)) provide guidance for redevelopment that responds to aspirations voiced by the community. A summary of Priority Design Issues is included in Exhibit 4.

Proposers should consider the [Century 21 Master Plan](#) and the [Uptown Neighborhood Design Guidelines](#).

2.5 Program Requirements

2.5.1 Stadium Requirements

The BTA V levy that included \$66.5 million for a basic student athletic facility using only levy funds to replace Memorial Stadium would be for a concrete, steel, and masonry stadium at the existing location of Memorial Stadium. (Stadium seating and aisle walkways would be concrete, not steel or aluminum, to control noise.) The levy-funded Stadium would have had a minimum of 4,500 seats (and at least 500 standing room only spaces). Both sides of the stands would be covered, and the Stadium would meet WIAA requirements. In addition, the facility would include four separate team locker rooms; an officials' locker room; concession stands; restrooms; replacement of the existing athletic field synthetic turf and field lights; and restoration of the Memorial Wall.

The enhanced Project for which Proposals are sought through this RFP will be a stadium that includes all the elements required for the basic stadium project described above, additional enhancements intended to provide stronger connections to the Seattle Center campus and resident organizations, and other features and amenities commensurate with a best-in-class level of quality and experience. Proposals in response to this RFP must provide a stadium with a minimum of 8,000 seats, plus the ability to cover the field turf to accommodate additional seated and standing capacity. The proposed Project must provide access for emergency responses, freight delivery, and buses. Exhibit 2 lists these enhanced stadium program elements and distinguishes between those that are “required” and those that are “desired.”

2.5.2 Seattle Center Campus Requirements

Open space expansion

With the existing concrete walls envisioned to be removed, the Project provides an opportunity to expand the public open space at the heart of Seattle Center’s campus. The Proposal must incorporate a design that creates an open space lid to extend the public realm to the east of the International Fountain Mall by one acre in a manner that integrates this space into the Project. This space must be accessible to the public and yet guarantee safety and security. A design is envisioned that will allow the stadium, the new open space lid, and the International Fountain Mall, to flow together naturally, seamlessly, and visually while, at the same time, allow for the ability to meet student safety and security requirements at student-centered Stadium events and segregate patrons from ticketed events at the Stadium or at the International Fountain Mall as needed.

Service shops and fleet space

The Proposal must incorporate on-site space to house Seattle Center’s trade shops, event support, and building and grounds laborers. This is currently housed in Center Park (approx. 12,000 SF) and an offsite leased shops facility (approx. 20,000 SF). Detailed requirements are included in Exhibit 5.

Warehouse

The Proposal must include a replacement for the City’s warehouse space currently located under the north stands of Memorial Stadium (approx. 15,500 SF). The area includes storage for seasonal event-related equipment and regularly used supplies for event production, operations, and maintenance. Detailed requirements are provided in Exhibit 5.

August Wilson Way

The Project must include a prominent design to complete August Wilson Way, the pedestrian and bicycle corridor that runs along the north side of the International Fountain Lawn and the Memorial Stadium north stands. This east-west axis is incomplete and planned to connect the Uptown commercial center to the public courtyard of the Bill & Melinda Gates Foundation campus. It is currently impassable for pedestrians because of the steep grade, gated conditions, and location of the Stadium north stands. The current corridor is a critical access point for semi-trucks, charter buses, and other frequent heavy vehicle traffic to multiple major loading docks as well as dumpsters and mechanicals for both SPS and the Seattle Center. The Proposal must connect this corridor to allow passage for both pedestrians and bicycles, as well as support, maintenance, service, and emergency response vehicles. The completed August Wilson Way must be fully accessible to the public and not gated off during Stadium events.

Campus integration/connections

The Proposal must integrate the new Stadium facility seamlessly into the Seattle Center campus by eliminating visual and physical barriers wherever possible, increasing usable open space, and encouraging pedestrian access and transparency from all sides. The Seattle Center is in the process of updating its open spaces with new infrastructure including pathway and special event lighting, 5G network upgrades, and landscaping. Proposers are expected to engage in a collaborative design process resulting in open spaces complementary to these efforts.

Wayfinding signage will be developed in collaboration with SPS and Seattle Center. To ensure legibility, the Stadium wayfinding should be complementary to the suite of wayfinding signage already in use on the Center campus and consistent with the goals of the Seattle Center Signage Guidelines, Exhibit 7. There is a sign overlay district for Seattle Center (SMC 23.55.062) that applies to signs owned or managed by Seattle Center on City-owned or City-managed property.

Campus Utility Plant

Proposers should consider the adjacent location of the Seattle Center Central Utility Plant. Seattle Center is in the planning phases of upgrading the plant to electrical power, in line with the City's sustainability goals. Proposers may plan to connect to the plant or connect to off-site utilities.

2.6 Project Review

Depending upon the Proposal submitted, one or more of the following review boards may be involved in the permitting of the project.

2.6.1 Seattle Landmarks Preservation Board

Memorial Stadium, including the Memorial Wall, is more than 50 years old but has not been designated as a landmark. Any structure in the City more than 25 years old may qualify for designation and protection if it meets the landmark designation criteria set forth in the Seattle Municipal Code. The Landmarks Board, working with the City of Seattle's Department of Neighborhoods, is responsible for administering the Seattle Landmarks Preservation Ordinance, Seattle Municipal Code Chapter 25.12.

Additional information about the City's History Preservation Program may be found at:

<http://www.seattle.gov/neighborhoods/programs-and-services/historicpreservation/landmarks>

To address issues regarding redevelopment opportunities, Seattle Public Schools intends to nominate potentially eligible facilities and anticipates that the Landmarks Board may consider the nomination(s) in 2023. Proposers should develop their Proposals with the assumption that Memorial Stadium will not be designated as a landmark but must provide for restoration and maintenance of the Memorial Wall.

2.6.2 Seattle Design Commission

The Seattle Design Commission advises the Mayor, City Council, and City departments on the design of capital improvement projects that are located on City land, in the City right-of-way, or constructed with City funds. It provides key recommendations on the aesthetic, environmental, and design principles and policies applied to these projects.

2.6.3 Seattle Design Review Board

The Design Review Board reviews most multi-family and commercial development projects in Seattle. The boards review multiple aspects of a building and its site, including the overall appearance of the building, how the Proposal relates to adjacent sites and the overall street frontage, how the Proposal relates to unusual aspects of the site, pedestrian and vehicular access to the site, and the quality of materials, open space, and landscaping.

Design Review gives planners, residents, and the professional volunteers serving on the Design Review Board a voice in the design of most new multifamily and commercial buildings. These participants in the design review process consider a broad set of design considerations and apply design guidelines that the architect must use to design the exterior of the building. Its guidance and recommendations promote designs that fit into and relate to the surrounding neighborhoods. The boards also offer flexibility with the code standards to achieve better designs.

2.6.4 BEX/BTA Capital Programs Oversight Committee

SPS's BEX/BTA Capital Program Oversight Committee oversees the planning and implementation of the district's capital levies and makes recommendations concerning progress of the BEX and BTA capital programs to the SPS Board of Directors. The committee is comprised of professional subject matter experts in the fields of architecture, construction, and development, and is asked to monitor and comment upon the implementation of all approved projects and make recommendations for compliance with identified project goals, priorities, scope, budget, schedule, revenue, and other significant factors. This committee will focus on fulfilling the BTA V commitment to voters to deliver the basic stadium scope of the Project.

2.7 Financial Information

2.7.1 SPS BTA V Levy Funding

In February 2022, City of Seattle voters approved SPS's Buildings, Technology, and Academics/Athletics Capital Levy V (BTA V) which includes \$66.5 million for the replacement of the existing Memorial Stadium. SPS is committing a fixed contribution of \$66.5 million to the Project. Funding is being provided through a six-year capital levy with collections occurring twice a year. Funds may be available proportionate to Project completion on the following schedule (SPS's fiscal year is September 1 to August 31):

FY 2022-23	\$2,200,000
FY 2023-24	\$5,300,000
FY 2024-25	\$8,500,000
FY 2025-26	\$34,000,000
FY 2026-27	\$16,500,000

2.7.2 City Funding

The City has budgeted \$21 million in its 2023-24 Capital Improvement Plan. The Seattle City Council issued a Statement of Legislative Intent (Exhibit 8) that expresses the Council's intent to work with the Mayor and SPS to identify additional funding, above the \$21M of cash and debt in the 2023-24 budget with a goal of reaching a combined contribution of \$40 million from the City for this project no later than 2026*. The City's total funding commitment includes internal direct costs not available to the Proposer it typically includes in its capital projects. For this project, that amount is estimated to be \$5 million. A total of \$35 million in City funds may be available to the Developer/Operator proportionate to Project completion anticipated on the following schedule:

2024	\$16,000,000
2026*	\$19,000,000

2.7.3 State Funding

Washington State Governor Jay Inslee included a \$4 million allocation in his proposed capital budget which is subject to the State Legislature’s approval in Spring 2023. If this funding is approved, it will contribute \$4 million to this project in addition to the other public funding described in Sections 2.7.1 and 2.7.2.

2.7.4 Developer/Operator Investment

Under the Development Agreement, the Developer/Operator will be responsible for the balance of the funding to complete the redevelopment and construction of the Project, including exclusive responsibility for covering cost overruns. In a timeframe to be established to adequately verify funding, the Selected Proposer will be required to demonstrate that 100% of construction funds are committed prior to any commencement of construction and that security is in place to ensure timely completion of the construction phase of the Project for SPS and City use. Such security may be in the form of cash in an escrow account, a letter of credit from a qualified issuer with SPS and the City as beneficiaries, or some other agreed-upon instrument that evidences the Selected Proposer’s ability to honor its funding commitment and that adequately secures timely completion of the Stadium.

2.7.5 Naming Rights

Proposer may propose arrangements for naming rights for the stadium itself so long as “Memorial” is retained in the naming, and for individual components of the stadium. The field is named for Leon H. Brigham. Proposers should be aware of existence of Board Procedure 6970BP (Exhibit 3), setting forth the process for name changes to SPS buildings. This Board Procedure, like other SPS policies and procedures, can be changed by a majority vote of the SPS Board of Directors, following notice and an opportunity for public comment. The final decision on the name of the stadium rests in the sole discretion of SPS.

2.7.6 Sponsorships

Proposer may propose sponsorships consistent with SPS policies or may negotiate modifications to those policies with SPS. There would likely be more restrictive policies for student events (such as prohibiting advertising or sponsorships for alcohol or other product categories) and less restrictive policies for events for the general public. Proposers should be aware of the existence of SPS Policy No. 4237 (Exhibit 3), concerning advertising and commercial activities in district buildings. This policy, like other SPS policies and procedures, can be changed by a majority vote of the SPS Board of Directors, following notice and an opportunity for public comment. As part of negotiating the Sublease and Operating Agreements with any selected Proposer, the City will work in close collaboration with SPS to develop agreement terms that address naming rights, advertising, and sponsorships. The Sponsors will develop proposed changes to SPS policies that align with the negotiated terms and that will be presented to the SPS Board of Directors.

2.7.7 Capital Reserve Requirement

Under the Sublease and Operating Agreement(s), the Developer/Operator shall be required to establish and contribute to a capital reserve fund for the purpose of long-term routine and major maintenance and refurbishment of the stadium. The Proposal must explain the structure of the capital reserve fund and how it will be sufficient over the term of the sublease to maintain the facility in first-class condition.

2.7.8 O&M Responsibility

The Developer/Operator shall have financial responsibility for the Project’s operation and maintenance after completion as described in Section 2.1. Standards for operation and maintenance will be set forth in the Sublease and Operating Agreement(s).

3. Expected Redevelopment Terms.

Proposals should take into consideration the expected terms and conditions for the Project provided in the Subsections below. Where expressly noted below, Proposals should specifically address the requirements. Unless a Proposer states otherwise in its Proposal, any final agreement(s) will be expected to be consistent with the terms in this section.

3.1 Community Engagement

The Sponsors are retaining a consultant to assist with community engagement. The Proposer shall demonstrate how it will collaborate with the Sponsors to engage the community in a robust, inclusive public input process so that community voices are heard and considered to ensure the success of the Project. Community engagement must recognize the importance of tribal history and values and further the goals of Seattle Public Schools' Strategic Plan, Seattle Excellence, explicitly focusing on the needs of students of color furthest from educational justice and the City's Race and Social Justice Initiative.

3.2 Equity Commitment

The Proposer must demonstrate how it will implement a strong commitment to fostering equity and inclusivity in the new Memorial Stadium. This equity commitment, one of the eight Foundational principles developed during the Foundational and Community Conversations, can be realized in myriad ways including through community engagement, planning, facility design, public art, and programming. Meeting the equity commitment must be consistent with the principles underlying SPS's Board Policy No. 0030, and the City's Race and Social Justice Initiative.

3.3 Youth Education and Career Development Opportunities

The Proposer must demonstrate how it will create partnerships with business and BIPOC (Black, Indigenous, People of Color) community partners to provide student and youth educational and career development opportunities (e.g. internships, mentorships, presentations to career and technical education classes, etc.).

3.4 Development and Design Conditions

The Project must comply with the City of Seattle's Sustainable Building Policy, which can be found at: <http://www.seattle.gov/environment/buildings-and-energy/cityfacilities/sustainable-buildings-and-sites>, including meeting a Gold LEED rating and standards for energy use, water use, construction waste diversion and bicycle facilities.

The Project must comply with the City of Seattle's Tree Policy (Executive Order 03-05) which applies to the extent any trees are removed from City-owned property.

The City expects to fund and administer an artwork program based on its financial contribution through the 1% for Art program. The funding for the artwork is included in the estimate for the City's internal direct costs, but the Project budget may be asked to include the cost of infrastructure to support installation on the Redevelopment Site.

If the redevelopment requires removal/relocation or deaccessioning of City art installations in the Final Redevelopment Site, the City will work with the artist and the Selected Proposer to accomplish the removal/relocation/deaccessioning, however the Selected Proposer will be responsible for all associated costs.

The design of the Project must comply 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 Selected Proposer will be responsible for compliance 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 Selected Proposer will support and participate in any reporting requirements necessary if the Project is the recipient of State or Federal funding.

The City will require that as part of Project design, and to the extent possible during construction, portions of the exterior pedestrian walkways, landscaping and hardscaping and other amenities in the redevelopment site will remain available for public use and enjoyment.

SPS will make existing site documentation available to registered Proposers. Available documentation includes stadium drawings and narratives, limited geotechnical evaluation, 2017 site survey, known hazardous materials information and Memorial Wall drawings. Requests to receive the release form and access the documents may be made through the RFP Contact.

3.5 Requirements for Construction

- a) The construction and delivery of the Project in compliance with the terms of a mutually agreed-upon Development Agreement shall be the sole responsibility of the Developer/Operator. The terms and conditions in this Section shall be included in any development agreement.
- b) The SPS and City financial commitments shall be capped at their respective Project funding provided under Section 2.7.1 and 2.7.2. The Developer/Operator shall provide all additional funding necessary to construct the Project in compliance with a design approved by the Sponsors and Developer/Operator.
- c) The Developer/Operator shall select a general contractor through a competitive or qualifications-based process. Subcontract packages shall be bid out to the maximum extent practicable unless otherwise in the best interest of the Project.
- d) The Developer/Operator shall require all contractors working on the Project to work under a project labor agreement consistent with SPS's Student and Community Workforce Agreement (Exhibit 9) or the City's Community Workforce Agreement (Exhibit 10), as determined by the Sponsors.
- e) The Developer/Operator shall hire a general contractor (GC) who demonstrates strong labor equity outcomes, which include increased participation by some or all of these categories of workers: those living in economically distressed areas, former SPS students, household members of current SPS students, apprentices, BIPOC and women. In addition to setting hiring requirements, the community workforce agreement sets the following basic requirements, among others:
 - i. All contractors sign a letter of assent agreeing to work under the community workforce agreement which sets community hiring requirements and standard working conditions. All contractors shall pay union trust contributions and be represented by a union, provided that no worker shall be required to join a labor union as a condition of working on the construction of the Project.
 - ii. Open-shop contractors may bring a maximum of three of their own journey-level employees (core workers) to the construction of the Project and up to two apprentices enrolled in a Washington State Apprenticeship and Training Council (WSATC) program who meet the certain criteria. Additional workers are hired through the union dispatch system, unless the

corresponding union agrees to alternate arrangements.

- iii. All contractors must attend a pre-job conference with the Building Trades unions at least two weeks prior to starting work and parking shall be paid for workers.
- iv. General contractor and Developer/Operator must attend a monthly Joint Administrative Committee to address safety, workforce performance, apprentice utilization, job progress and any other relevant issues.
- v. The City shall be the third-party administrator of the community workforce agreement and all related construction labor and social equity components.
- vi. The Developer/Operator shall require its contractor and all subcontractors to pay prevailing wages and comply with all requirements under RCW 39.12, including filing of intents and affidavits and submitting certified payroll on the City's online system (Labor Compliance Program (LCP) Tracker).
- vii. Construction will include participation of apprentices at the level established by statute for public projects at the time the Project is bid and set acceptable work site standards for respectful behavior on the work site(s) and related training.
- viii. The Developer/Operator's contractor shall provide a payment and performance bond naming the City and SPS as dual obligees, or an equivalent guaranty.
- ix. To protect the Sponsors' and the Developer/Operator's investment in the Stadium from the financial risks of labor disputes, the Sublease and Operating Agreement(s) will include an ongoing requirement that the Developer/Operator enter into labor harmony agreements if labor organizations which represent workers in Seattle indicate their intent to organize workers at the Stadium. The labor harmony agreement(s) will include a mutually agreed upon procedure for preventing and responding to disruptive labor actions at the Stadium, including such activities as striking, picketing, and boycotting and shall extend to any successor or replacement contractor, subcontractor, operator, or other third party with the right to develop or operate businesses at the Stadium. The Developer/Operator shall maintain any labor harmony agreements for the duration of the Sublease and Operating Agreement(s) to avoid interruption to the operation of the Project and limit economic activity against the Project.

The Developer/Operator shall use the City's Women Minority Business Enterprise (WMBE) inclusion plan as part of the process for selection of the prime contractor and shall require the construction contract to include a WMBE Implementation Plan acceptable to the Sponsors. For reference purposes, the WMBE Implementation Plan and WMBE Inclusion Plan used on City projects are attached as Exhibit 11. The Developer/Operator will require the selected prime contractor to use the City's WMBE inclusion plan in the selection of subcontractors.

3.6 Sustainable Transportation Access/Mobility

Proposers are asked to identify transportation impacts from the Project and multimodal strategies they would utilize through transportation infrastructure, operations, and programmatic improvements to address and mitigate those impacts. The multimodal transportation strategies should focus on accommodating trips to and from the Stadium while minimizing single occupancy (SOV) trips and minimizing impacts to Seattle Center, the Uptown Urban Center, and surrounding neighborhoods.

The Proposal should identify infrastructure improvements and operation and maintenance strategies to address transportation impacts based on the City's following goals and policies:

- a) Identify strategies to provide safe, convenient, and efficient access for all modes of travel to and from the Stadium.
- b) Develop vehicular and bicycle event parking management strategies, including area on-street parking, to minimize parking impacts on neighborhood streets, businesses, and residents.
- c) Improve network connectivity, mobility strategies, and quality of facilities for people of all ages and abilities to walk and bike to and from the Stadium.
- d) Mitigate construction impacts to ensure safety for all travelers.

3.7 Operation and Use Rights

3.7.1 SPS Priority Use

SPS shall be entitled to priority scheduling use of Memorial Stadium September 1 through June 30, as well as one performance day in Summer for All-City Band. Typical school district use patterns for spectator events, including athletic events and graduations, are described below. SPS use dates will be agreed to annually.

SPS will retain priority use of Memorial Stadium for SPS events. While SPS will typically have its own staff on site during SPS events to coordinate them, it is SPS's expectation that the Developer/Operator will provide basic operational services (e.g., preparing the facility for use, janitorial services) during SPS events at no cost to SPS or to the attendees of SPS events. Developer/Operator will not charge stadium facility fees for SPS events.

Typical annual SPS use in the past has included the following events on the following schedule, and it is anticipated that this represents SPS's use needs for the foreseeable future. However, over the course of the lease it is possible that these use needs may change as different sports grow in popularity or as other types of events take priority.

High school football and soccer games:

- a) September 1 through the first full week of December: Every Friday afternoon/evening; every Saturday all day and evening; Tuesday and Thursday evenings (3-10 pm).
- b) March 1 through June 30: Three days per week, evenings (3-9 pm).
- c) Football or soccer playoff games November 15-30: Fridays and Saturdays, all day and evening.

High school graduations: Mid- to late June to accommodate up to 12 graduation ceremonies: afternoons and evenings, Monday through Saturday.

SPS All-City Band: One afternoon/evening performance in summer.

Future Uses: Should WIAA expand the list of sanctioned school sports in the future or other types of events take priority, any additional SPS priority use dates will remain within the September 1 through June 30 time frame.

3.7.2 Proposer's Use Rights

Developer/Operator shall have the right to use the Stadium during all other times not scheduled by SPS as described in section 3.7.1 or the City.

3.7.3 Other Potential Uses

The City shall have the right to guaranteed scheduling of certain dates as follows, subject to SPS use rights as described in section 3.7.1:

- a) First right of refusal for major festival dates for a minimum of 8 days of field/full facility use annually

and a minimum of 40 days of perimeter plazas/operational space/back of house use annually for such events as Folklife, PrideFest, Bite of Seattle, Bumbershoot or their successors;

- b) An additional set of dates of full facility use that are mutually agreed upon for use by the City (e.g. Seattle Center ticketed concert or other events);
- c) Some of these City Use Dates to be free/at cost or in other ways heavily discounted.

Other community users may schedule and rent the facility by agreement with the Developer/Operator as available after SPS priority uses and City use dates are reserved.

3.8 General Terms and Conditions

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

- a) The City and SPS total funding for the Project shall be limited to their respective amounts stated in Sections 2.7.1 and 2.7.2.
- b) Developer/Operator shall provide assurances for Project completion, such as contractor bonding and completion guaranties, and shall be required to keep SPS and City property free of liens.
- c) The duration of the lease and sublease will be proportionate to the scale of private investment in the Project and the long-term private obligations assumed by the Developer/Operator.
- d) The lease and sublease will provide that any improvements or modifications to the Stadium and adjacent Project facilities following construction will require approval of SPS and the City, and that all improvements will become the property of the underlying fee owner (SPS or the City), as appropriate, at the end of the Sublease and Operating Agreement.
- e) The Sublease and Operating Agreement(s) will incorporate by reference all terms and provisions of the lease.
- f) Appropriate risk allocation requiring Developer/Operator to defend and indemnify the Sponsors.
- g) Requirements for Developer/Operator's insurance policies both during construction and operations, including named insured status for Sponsors.
- h) Maintenance standards and capital improvement requirements applicable following initial Project completion, including establishment of a capital reserve fund, subject to a performance standard established in the sublease.
- i) Provisions for Developer/Operators payment of ongoing operational and associated costs, including utilities, insurance, taxes (including any leasehold excise tax), security, and custodial needs.
- j) Provisions prohibiting any assignment or subleasing of the sublease without the consent of SPS and the City, subject to their discretion, and prohibiting the mortgaging or subordination of the leasehold interest.
- k) Non-discrimination requirements, including compliance with City's ordinances relating to non-discrimination in employment and contracting, and requirement for inclusion of women and minority business enterprises (reference Seattle Municipal Code Chapters 14.04, 14.10, and 20.42).
- l) Insurance provisions acceptable to the Sponsors' risk managers and other customary terms and conditions for development and lease agreements.

4. Proposal Content Requirements

Each Proposal should include the information requested in this section for the redevelopment of Memorial Stadium, taking into consideration the possibility of a Controls and Incentives Agreement if any element is designated as a landmark.

4.1 Cover Letter and Executive Summary

The cover letter is the Proposer's official letter transmitting the complete Proposal to the City. The cover letter must include the full name and address of the proposer's organization(s), the state of incorporation or in which it is licensed to operate, the form of business, and the name and contact information for the primary contact for all matters regarding this Proposal. The cover letter should identify who will be the key business negotiator and be signed by an individual who is authorized to commit the proposer to the obligations contained in the Proposal. If the proposer consists of a team or joint venture, an authorized representative of each of the participating organizations is required to sign the letter.

The Executive Summary must be presented as a separate document summarizing in clear and concise language, easily understood by persons not having a technical background, the information contained in the Proposal. The Executive Summary shall be limited to three (3) pages, including any tables, graphs, photographs, or illustrations. The Sponsors will distribute the Executive Summary to public officials, interested parties, and the public.

4.2 Proposer Information and Qualifications

Provide a general overview of the Proposer's organization, including the legal name and contact information, history, type of ownership, legal structure, officers and directors, and the number of employees. Provide information demonstrating the Proposer's qualifications to perform all elements of the proposed Project, including a brief history of the Proposer's relevant or comparable developments, Proposer's qualifications and experience managing design, construction, and successful operation of venues, and resumes of key personnel who will work on the Project. Proposer must identify any contractual litigation, arbitration, and mediation cases that relate to any of the provided past projects or for the last (5) years that are material and relevant to this Proposal.

4.3 Proposer Financial Information

Provide proof of the financial capacity of the proposer entity to perform the Project such as credit information regarding the proposer entity, credit references for the proposer entity, and relevant audited financial statements of the proposer entity. Include your firm's Dun and Bradstreet number. Note to proposers: under the Development and Lease and Operating Agreements, the City and SPS reserve the right to require a guaranty or other form of recourse liability from any entity on which the Selected Proposer relies upon for financial capacity.

4.4 Marketing Plan

Describe the marketing plan and demonstrate how the Proposer will approach promotion, advertising, and marketing to ensure the facility will be managed and operated to be financially sustainable for the life of the Sublease.

4.5 References

Provide references, with contact information, for parties with whom proposer has worked on projects similar to the Project.

4.6 Development Agreement and Lease Agreement Terms

Keeping in mind that any final agreement is expected to be consistent with the terms in Section 3, proposers should identify any material conditions or terms proposed for inclusion in any final lease and development agreement. Additionally, proposers are required to submit the following:

- a) Proposed lease duration that should be commensurate with the Proposer's financial commitment to the Project.
- b) Project Alternates should clearly identify the portions of Parcel B that will be used, and if a portion of Parcel B beyond the Base Redevelopment Site is used, identify the additional amount of fair market compensation that will be provided to SPS for Parcel B.
- c) Project Alternates should clearly identify the portions of City streets or rights of way (that may require street vacation), and Seattle Center property that will be used recognizing there will be fair market compensation to be proposed to be provided to the City.

4.7 Narrative Description

Present a detailed narrative description of your Proposal. If a proposer takes exception to any of the expected redevelopment terms as set forth in Section 3, describe any applicable limitation or modification; if no such limitation or modification is specified, the Development Agreement and Lease Agreement (as applicable) shall contain all of the expected redevelopment terms. If the Proposal does not demonstrate that it will meet the expected redevelopment terms, the description should explain why.

4.8 Potential Final Redevelopment Site

Identify your proposed Redevelopment Site (i.e., the Base Redevelopment Site, and if, applicable, any portion of the SPS Alternate Site, including easements, as well as any adjacent street or Seattle Center areas). Specify which property interests you propose to use, both during construction and during operation of the Stadium, and how each portion will be used.

4.9 Drawings and Plans

The following drawings must be provided:

- a) General site plan, with sustainable transportation (transit, walking and bicycling) access and freight loading docks/areas identified (including reflecting impacted access for neighboring facilities).
- b) Concept level design work including scope narrative, elevations, floor plans, cross sections, and other drawings needed to convey design intent.
- c) Exterior signage plan, indicating plans for language access on signs.

4.10 Schedule

Provide the proposed Project milestones and schedule, from the Sponsors' selection of the Selected Proposer to opening of the renovated Project to the public.

In addition to typical schedule activities associated with community engagement, permitting and entitlements, financing, design and construction, proposers should include the following milestones or activities with "not to exceed" durations:

- a) Proposed due diligence period after selection of the Selected Proposer;

- b) Additional steps necessary, if any, to negotiate final agreements
- c) Commencement of construction
- d) Completion of construction by the desired date of March 31, 2026, but no later than December 31, 2027; and
- e) Sublease commencement date.

4.11 Project Budget and Cost Estimate

Proposers must provide a Project budget and conceptual construction cost estimate for the proposed Project in sufficient detail to demonstrate a deep understanding of the financial cost expectations to develop the Project and to evaluate the values assigned to each major program element. Sponsors will evaluate these submissions to ensure that the Project can be executed within the proposed Project budget, which includes significant public funds.

4.12 Redevelopment Financing Plan

Provide a financing plan for the redevelopment including all information required to provide the Sponsors sufficient data to demonstrate that the proposed redevelopment can be financed, constructed, and delivered in a timely fashion. The financing plan must, at a minimum, contain the following:

- a) Sources and uses of funds statement
- b) Financing schedule
- c) Plan for financing of long-term maintenance and funding of capital reserves
- d) If Proposer will require any financing contingency or conditions in the Development Agreement, specify its terms and duration.

At the Sponsors' request, the Proposer will submit a supplemental redevelopment and/or operating financing plan setting forth such information as the Sponsors deem, in the exercise of their sole discretion, helpful or relevant in evaluating the Proposer or any aspect of its Proposal.

4.13 Operational Financial Terms

Provide sufficient information to evidence that the proposed Stadium can operate successfully for a sustained period of time, including at a minimum a concept-level operating pro forma for both startup and stable years, with sufficient return to pay debt service and capital reserve fund contributions, and reinvest in maintenance and fund improvements to the facility to ensure its continuation as a state-of-the-art facility. The pro forma should, at a minimum, contain the following:

- a) Estimated facility revenues by type, including estimated ticketed events sales, naming and promotional, concessions and other primary revenues by type, including estimated: number of events by type, attendance per event by type, and event revenue and expense by event type
- b) Estimated facility operating expenses by type, including routine and major maintenance and funding of capital reserve funds
- c) Proposed rent structure, including anticipated rent revenue from sublicensing or subleasing to other parties and providers
- d) Estimated taxes, fees, or charges paid or collected and submitted by the Selected Proposer to a taxing or other government authority, including but not limited to the City
- e) Proposed naming rights

- f) Proposed sponsorships and advertising opportunities
- g) Proposed Project Alternate compensation if applicable.

4.14 Operations

Describe the proposed operation and management plans for the Stadium. At a minimum, address concept-level plans for organizational structure; staffing; ticketing/suites; naming, sponsorship, and promotion; security; concessions; merchandising; sound mitigation/neighborhood impacts of large/loud events; back-of-house operations including large vehicle access and staging; SPS uses, and any other possible private uses/tenants; City use (including City use days for such events as Folklife, PrideFest, Bite of Seattle, Bumbershoot, etc.) Description should also address at a high level how Operator anticipates event overlap will work between a major event in the Stadium, and a fully activated Seattle Center.

4.15 Sustainable Transportation Access/Mobility

As described in Section 3.6, identify transportation impacts from the Project and address how multi-modal strategies could be implemented to mitigate the impacts, keeping in mind the City's goals and policies.

4.16 Proposer Women and Minority Business Enterprise Inclusion Approach

Provide a detailed and robust description of your plan for the inclusion of Women and Minority Business Enterprise Firms (WMBE) in the construction phase of the Project. At a minimum, the plan should address the following items:

- a) The Proposer must name a person to serve as WMBE Coordinator throughout the construction phase of the Project. Describe the qualifications and experience of the WMBE Coordinator to recruit and work with WMBE firms for construction and assist contractors to develop relationships with WMBE contractors. Describe the WMBE Coordinator responsibilities, which may include but are not limited to:
 - i. Outreaching to qualified WMBE firms to encourage subcontract pricing and/or bids
 - ii. Helping WMBE firms with pricing strategies, details and submittal
 - iii. Proposing effective strategies such as direct award of WMBE firms to certain scope of work, without low-bid competitions
 - iv. Participating in National Association of Minority Contractor, Tabor 100 and Association of Women and Minority Businesses monthly meetings
 - v. Tracking and ensuring the Contractor is reaching or surpassing goals
 - vi. Being familiar with underutilized WMBE firms, including but not limited to African American contractors
 - vii. Avoiding and/or resolving disputes while assisting subcontractors
 - viii. Assuring and facilitating prompt payment to WMBE subcontractors
 - ix. Outreaching to qualified WMBE subcontractors when replacement subcontractors are required.
 - x. Offering WMBE firm assistance to perform and complete their scope of work successfully.
- b) Propose your firm's WMBE aspirational goal as a percentage of the proposed construction cost. This should be broken into subcontracting goals for women-owned firms (WBE) and minority-owned firms (MBE)
- c) Describe your firm or your team's historical performance supporting and using WMBE firms. In describing historical performance, you may include performance information that includes that of prime contractors you have partnered with on previous projects:
 - i. Discuss your firm's experience and strategies used to maximize WMBE participation; and

- ii. Discuss your firm's past performance on meeting WMBE utilization goals.
 - iii. Discuss the technical assistance and mentoring you have provided to WMBE firms.
- d) Submit the names of at least five (5) WMBE firms that you or prime contractors you have partnered with have used, to serve as references regarding your experiences and good faith intent to provide fair, equitable, and effective subcontract relationships, particularly with underutilized minority firms. As part of the evaluation process, the Sponsors may contact the minority-owned firms you identify as references to evaluate your ability to meet the subcontracting goals of fair, equitable, effective, and inclusive subcontracting.

4.17 Collaboration with SPS and Seattle Center

Identify how the proposer will work with SPS, Seattle Center and neighboring Seattle Center tenants with respect to naming, sponsorship, promotion, and concessions plans, identify key terms and rights. Elaborate on the roles that the proposer would expect SPS, Seattle Center and its resident organizations, stakeholders to play and the methods the proposer would use in coordinating event scheduling, including event start and end times, street use, large vehicle accommodation and operational support impacts, and sound/amplification impacts in a number of scenarios including: events using both the Stadium and Seattle Center facilities and grounds; separate outdoor events at the Stadium and Seattle Center campus taking place concurrently; or Stadium events taking place concurrently with separate campuswide Seattle Center festivals. Elaborate on the anticipated frequency and type of Stadium events would be expected to restrict roof deck/easement uses on the west and south sides of the Redevelopment Site, versus what kind of Stadium events would leave these spaces open for use by Seattle Center campus events or the public. Address how the proposer will cooperate with the Redevelopment Site's immediate neighbors; McCaw Hall, Seattle Opera, MoPOP, Exhibition Hall and the Armory. Address issues related to communications, decision making, security, marketing, branding, and other elements of the Proposer's Proposal.

4.18 Proposal Checklist.

Your response should be packaged with each of the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:

- ☐ Cover letter
- ☐ Executive summary
- ☐ Proposer information and qualifications
- ☐ Proposer financial information
- ☐ Marketing Plan
- ☐ References
- ☐ Development Agreement and Lease Agreement terms
- ☐ Narrative description
- ☐ Redevelopment site
- ☐ Drawings and plans
- ☐ Schedule
- ☐ Project budget and cost estimate
- ☐ Redevelopment financing plan

- ☐ Operational financing terms
- ☐ Operations
- ☐ Sustainable transportation access/mobility
- ☐ Proposer WMBE approach
- ☐ Collaboration with SPS and Seattle Center
- ☐ Proposer Questionnaire Form

5. Washington Public Records Act

The City and SPS are public agencies subject to the State of Washington's Public Records Act (reference RCW Chapter 42.56, "Public Records Act"). Under the Public Records Act, all materials received and used by the Sponsors are considered public records. These records include, but are not limited to, bid or Proposal submittals, agreement documents, and other Proposal material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the Sponsors upon request unless the records are specifically exempted under the Public Records Act. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://app.leg.wa.gov/rcw/default.aspx?cite=42.56>.

If you have any questions about the application of the Public Records Act to disclosure of the records you intend to submit with your bid or the information provided in this section of the RFP, you may contact the Procurement Contact named in this document.

a) Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)

If you believe any of the records you are submitting to the Sponsors as part of your Proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the Non-Disclosure Request Form ("the Form") provided within Exhibit 12 and very clearly and specifically identify each record and the exemption(s) that may apply. If the Proposal results in a contract, the same exemption designation will carry forward to the contract records.)

The Sponsors will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If either Sponsor receives a public disclosure request for any records you have properly and specifically listed on the Form, the Sponsor will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the Sponsor, as a courtesy, will delay release of the record(s) for up to

ten business days to allow you to file a court injunction to prevent the release of the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the Sponsor may release the documents.

The Sponsors will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your Proposal. Should a public record request be submitted to a Sponsor for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a Proposal and any associated document, the proposer acknowledges that if a court order preventing release is not obtained, the Sponsors shall have no obligation or liability to the proposer if the records are disclosed.

b) Requesting Disclosure of Public Records

The Sponsors ask proposers and their companies to refrain from requesting public disclosure of Proposals until Proposers provide notification that a Proposal has been selected for further negotiation. This measure is intended to protect the integrity of the RFP process, particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, visit <https://www.seattle.gov/public-records/public-records-request-center>.

6. Submittal Process and Schedule

This section details Sponsor instructions and requirements for your submittal. The Sponsors reserve the right in their sole discretion to reject any Proposer response that fails to comply with the instructions.

6.1 Registration into the Online Business Directory

If the Proposer has not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.26). For assistance, email FAS_PC@seattle.gov .

6.2 Mandatory Pre-Submittal Conference

Sponsors will host two optional times for a mandatory pre-submittal conference at the times, dates and location specified on Page 1. Proposers are required to attend one of the two conferences in order to be eligible to submit a Proposal for this Project. The conferences will provide important details about the Project that will only be shared and discussed at these meetings. Proposers will have the opportunity to ask questions or raise concerns during this time. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of these pre-submittal conferences.

6.3 Questions

Proposers may email questions to the RFP Contact until the deadline stated on Page 1. 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.

6.4 Changes to the RFP

The Sponsors may make changes to this RFP if, in the sole judgment of the Sponsors, the change will not compromise the objectives in this solicitation. Any change to this RFP will be made by formal written addendum issued by the Sponsors and shall become part of this RFP.

6.5 Receiving Addenda and/or Question and Answers

It is the obligation and responsibility of the Proposers to learn of addenda, responses, or notices issued by the Sponsors. Some third-party services independently post City of Seattle and SPS solicitations on their websites. The Sponsors do not guarantee that such services have accurately provided all the information published by the Sponsors.

All submittals sent to the Sponsors may be considered with respect to all addenda with or without specific confirmation from the Proposers that all addenda were received and incorporated into your response. However, the Sponsors reserve the right, in their discretion, to reject any Proposal that does not take into consideration addenda the Sponsors deem critical to the Project.

6.6 Proposal Submittal

- a) Proposals must be received by the City no later than the date and time on Page 1, except as revised by Addenda.
- b) All pages are to be numbered sequentially and adhere to the requested formats.
- c) 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.

6.7 Electronic and Hard Copy Submittal

The Sponsors require both electronic and hard copy submittals.

- a) The electronic submittal must be e-mailed or provided on a USB drive to the RFP Contact (see Page 2), by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- b) Title the e-mail so it will not be lost in an e-mail stream.
- c) Any risks associated with an electronic submittal are borne by the Proposer.
- d) The City's e-mail system will typically allow documents up to 20 Megabytes.
- e) 20 bound copies and one (1) unbound copy must be delivered to the location specified on Page 2, Table 2 no later than 4pm on the submittal deadline date listed in Table 1, Page 1.
- f) Please note that the Seattle Center Customer Service Office is open 10am-6pm daily.
- g) The Sponsors will not accept Fax copies as originals in lieu of paper or electronic submittals.
- h) Hard-copy responses should be in a sealed box or envelope, clearly marked and addressed with the RFP Contact person's name, the project title and number. If submittals are not clearly marked, the Proposer risks the response being misplaced and not properly delivered or date/time stamped.
- i) The Submittal may be hand-delivered or otherwise be received by the RFP Contact at the address provided on Page 2, by the submittal deadline. Delivery errors may result without careful attention to the proper address.
- j) Do not use plastic or vinyl binders or folders. The Sponsors encourage use of 100% recycled stock.

6.8 Proposer Responsibility to Provide Full Response

It is the Proposer's responsibility to respond in a manner that does not require interpretation or clarification by the Sponsors. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer's offering. During scoring and evaluation (prior to interviews if any), the Sponsors will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; this does not limit the Sponsor's right to consider additional information (such as references that are not provided by the Proposer but are known to the Sponsors, or Sponsors' experience with the Proposer), or to seek clarifications as needed.

6.9 Prohibited Contacts

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 the Sponsors, the Proposer that initiates such contacts may be rejected from the process.

6.10 License and Business Tax Requirements

If the parties reach agreement following selection of a Proposal, if any, the successful Proposer must meet all applicable licensing requirements prior to final execution of any contract. Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if required by law. Carefully consider those costs before submitting an offer, as the Sponsors will not separately pay or reimburse such costs.

- a) If the Proposer has a "physical nexus" in the city, the Proposer must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b) A "physical nexus" means the Proposer has a physical presence, such as: a building/facility/employee(s) in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.)
- c) The Sponsors provide a Proposer Questionnaire Form in our submittal package items later in this RFP/RFQ, and it will ask the Proposer to specify if they have a "physical nexus".
- d) All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the successful Proposer and not charged separately to the City.
- e) The apparent successful Proposer must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f) The City of Seattle Application for a Business License and additional licensing information can be found here: <http://www.seattle.gov/licenses/get-a-business-license>
- g) Business License Application help can be found here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h) Self-Filing - The Proposer can pay license fees and taxes online using a credit card here: www.seattle.gov/self/

- i) For questions and assistance, call the Revenue and Consumer Protection (RCP) office, which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone number is 206-684-8484.
- a. The licensing website is <http://www.seattle.gov/licenses>
- b. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at tax@seattle.gov to request additional assistance.
- c. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Proposer prior to submitting a Proposal. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

6.11 State Business Licensing

Before any contract is signed, a successful Proposer must have a State of Washington business license (a “Unified Business Identifier” known as a UBI#). If the State of Washington has exempted the Proposer’s business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no physical presence in the State), then submit proof of that exemption to the RFP Contact. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the successful Proposer and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

6.12 Federal Excise Tax

The City and SPS are exempt from Federal Excise Tax.

6.13 Effective Dates of Proposal

Unless the Sponsors reject all Proposals or unless any Proposal specifically provides otherwise, all submitted Proposals shall be deemed valid for at least twelve (12) months after submittal. Any Proposal selected for further contract negotiations shall remain valid through contract negotiations. Should any Proposer object to this condition, the Proposer must object prior to the deadline for questions.

6.14 Cost of Preparing Proposals

Each Proposer is responsible for all costs associated with its proposal and Sponsors are not responsible for costs incurred by the Proposer to prepare, submit and present Proposals, interviews and/or demonstrations.

6.15 Readability

The Sponsors’ ability to evaluate Proposals is influenced by the organization, detail, comprehensive material and readable format of the response.

6.16 Changes or Corrections to Proposal Submittal

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.

6.17 Errors in Proposals

Proposers are responsible for errors and omissions in their Proposals. No error or omission shall diminish the Proposer’s obligations to the Sponsors under any resulting contract.

6.18 Withdrawal of Proposals

A Proposal may be withdrawn by written request of the Proposer.

6.19 Acceptance of Proposals in Part; Rejection of Proposals

The Sponsors reserve the right to accept part, but not all, of any Proposal for purposes of negotiating final agreements. The Sponsors shall have the right to reject any or all Proposals with no penalty. The Sponsors may waive immaterial defects and minor irregularities in any submitted Proposal, as the Sponsors deem in the best interest of the Project.

6.20 Independent Contractor

Any successful Proposer shall work as an independent contractor.

6.21 Equal Benefits

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

6.22 Women and Minority Subcontracting

The Mayor's Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42 and seek meaningful business opportunities with WMBE firms. The City requires a plan for including minority- and women-owned firms, which becomes a material part of the contract. The Plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work. The City reserves the right to improve the Plan with the winning Proposer before contract execution. The Proposer shall require the select prime contractor to use the City's WMBE inclusion plan in the selection of subcontractors.. At City request, Proposers must furnish evidence such as copies of agreements with WMBE subcontractors either before contract execution or during contract performance. The winning Proposer must request written approval for changes to the Inclusion Plan once it is agreed upon. This includes changes to goals, subcontractor awards and efforts.

WMBE firms need not be state certified to meet the City's WMBE definition. The City defines WMBE firms as at least 51% (percent) owned by women and/or a minority. To be recognized as a WMBE, register on the City's [Online Business Directory](#). Alternatively, WMBE firms can be certified by the [Washington State Office of Minority and Women Business Enterprises \(OMWBE\)](#).

6.23 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.

a) No Gifts and Gratuities.

Proposers shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, bonuses, donations, special discounts, work, or meals) to any City or SPS employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Proposer. An example of this is giving sporting event tickets to a Proposer's employee who is also on the evaluation team of a solicitation to which you submitted or intend to submit. The definition of what a "benefit" would be is broad

and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits Sponsors' employees from soliciting items from Proposers.

b) Involvement of Current and Former City Employees.

The Proposer Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded contract. Update that information during the contract.

c) No Conflict of Interest.

Proposers (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City or SPS official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating of Proposals received through this RFP. The Sponsors shall make sole determination as to compliance.

d) Campaign Contributions (Initiative Measure No. 122)

6.24 Notification Requirements for Federal Immigration Enforcement Activities

It is City policy that contracts with the City include the requirements of this Section. Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) regarding your City contract, contractors shall notify the Project Manager immediately.

Such requests include, but are not limited to:

- a) Requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as "private" or "employee only"); or
- b) Requests for data or information (written or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The contractor shall request the ICE authority to wait until the City contract representative is able to verify the credentials and authority of the ICE agent and will direct the Proposer on how to proceed.

7. Evaluation Process

7.1 Initial Screening

Sponsors will review Proposals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to the Proposal Evaluation. Satisfactory financial

responsibility and evidence of capacity to complete the Project as proposed may also be screened in this step. A significant failure to perform on past City or SPS projects may also be considered in determining the responsibility of a firm.

7.2 Proposal Evaluation

Proposals will be evaluated by a Sponsors' Advisory Panel based on the Proposal's fulfillment of the requirements of this RFP and the Proposer's expertise and financial capability to successfully undertake and complete the Project and operate the Stadium. None of the individual objectives will stand alone or be conclusive. Either Sponsor may, in its sole discretion, reject any Proposal that does not meet its needs and interests as described in this RFP.

Those Proposals considered most responsive will be included on the short list. Shortlisted proposers will be scheduled to participate in interview(s) with the Advisory Panel and be allowed to make a presentation(s) regarding their Proposal. The Advisory Panel will recommend to the Superintendent and the Mayor the Proposal which best meets the requirements, goals and objectives of this RFP. The Superintendent and Mayor will decide which Proposal advances to the negotiation phase.

7.3 Evaluation Criteria

- a) Project Vision and Approach – 25%
The Proposal meets the core program requirements and project objectives, demonstrates creativity in the project design while reflecting the Sponsors' stated values, and brings forward a compelling programming vision for the new stadium that centers students and youth; integrates well with Seattle Center; reflects the Sponsors' educational and racial equity priorities; and is inclusive and welcoming to all in the community.
- b) Experience and Operations – 25%
The Proposal demonstrates the Proposer's extensive experience with redevelopment and operation of similar public-private partnership projects and capability to deliver a sustainable, best-in-class facility operations model that balances school district, community and commercial programming and is sustainable for the life of the proposed Sublease and Operations Agreement(s).
- c) Financial Strength and Development Plan – 25%
The Proposal provides a significant capital contribution and includes proof of Proposer's financing ability and a viable project pro forma that enables the project to advance consistent with the proposed schedule with minimal risk of delay and no additional cost to the Sponsors; the proposal includes a strong development plan and approach that addresses planning, design, schedule, permitting, construction and occupancy.
- d) Comprehensiveness – 10%
The extent to which the Proposal meets the Sponsors' guidelines and requirements as described in the RFP.
- e) Interview – 15%
The extent to which the interview communicates and meets the requirements described in the RFP.

7.4 Interviews

The Sponsors will interview shortlisted firms from the Proposal evaluation. Proposers invited to interview are to bring the assigned key person(s) named in the Proposal. The Proposer shall not bring individuals who do not work for the Proposer or are not on the project team without advance authorization by the RFP

Contact. Interviews will be part of the overall evaluation of which Proposal best meets the requirements of this RFP.

7.5 References

The Sponsors may contact one or more references. The Sponsors may use references named or not named by the Proposer. The Sponsors may also consider the results of performance evaluations issued by the Sponsors on past projects.

7.6 Selection and Notification

Should the Sponsors choose to select a Proposal, they shall take into consideration the recommendation of the Advisory Panel, the written Proposal, the presentation and interview, and any other material or considerations contemplated in this RFP. The Sponsors reserve the right to make a final selection based on the combined results and/or the overall consensus of the Advisory Panel. The RFP Contact will provide all Proposers with notice of any selection of a Proposal for further negotiation.

7.7 Contract Negotiations

If the Sponsors select the highest ranked Proposal (see Section 7.5), the City, in close collaboration with SPS, will proceed to contract negotiations with the selected Proposer. If the Sponsors and the selected Proposer are unable to come to mutual agreement, the Sponsors shall have the right to terminate the negotiations with the highest-ranked Proposer by written notice. Thereafter, the Sponsors reserve the right to terminate the process or to begin contract negotiations with the Proposer submitting the next-highest ranked Proposal. The terms of any agreement negotiated between the parties shall not be binding until authorized by the Seattle Public School Board of Directors and the Seattle City Council.

8. Award and Contract Execution.

8.1 Protests

Any protest relating to this RFP shall be strictly subject to the limitations and procedures in this Section.

a) 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:

- i. Protests must be filed no later than 10 business days prior to the deadline for submission of Proposals.
- ii. Protests must be submitted to the RFP Contact.
- iii. If the protest decision results in a change to the RFP, the Sponsors shall issue an addendum identifying the new or revised RFP provisions.
- iv. 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.

b) Protest of Selection.

The Sponsors will provide all Proposers notification of the highest-ranked Proposal and Proposer with whom the Sponsors will enter into negotiations. After notification, Proposers who were not selected may only protest the selection decision by complying with the following process:

- i. Proposers may request a debriefing within 3 business days after selection notification.
- ii. Proposers are required to participate in a debriefing as a pre-requisite for submitting a protest.
- iii. Proposers must file a written protest within 5 business days after the debriefing.
- iv. 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.
- v. Protests shall not be based on the Sponsors' subjective determination that an individual Proposal is most advantageous to the Sponsors.
- vi. Protests must be submitted in writing to RFP Contact. The protest shall identify with particularity the nature and grounds of the protest.
- vii. The Sponsors 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.
- viii. The decision of the Sponsors on any given protest is final.
- ix. 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.

8.2 Limited Debriefs

The Sponsors will issue results and award decisions to all proposers. The Sponsors may provide debriefing on a limited basis for the purpose of allowing proposers to understand how they may improve in future opportunities.

8.3 Successful Proposer

The apparently successful Proposer will receive notice from the RFP Contact after selection is made by the Sponsors. The Letter will include instructions for final submittals due prior to execution of the contract.

8.4 Checklist of Requirements Prior to Award

The successful Proposer should anticipate the Letter will require at least the following. Proposers are encouraged to prepare these documents, when possible, to eliminate risks of late compliance.

- ☐ Seattle Business License is current and all taxes due have been paid.
- ☐ State of Washington Business License.
- ☐ Evidence of Insurance (if required)
- ☐ Special Licenses (if any)

8.5 Taxpayer Identification Number and W-9

Unless the successful Proposer has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, they must execute and submit this form prior to the contract execution date.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>