

**CITY OF SEATTLE
REQUEST FOR PROPOSAL (RFP)**

FOR

**FUTURE OF BUMBERSHOOT
2022 AND BEYOND**

PROPOSALS DUE:

OCTOBER 25, 2021

5:00 p.m.

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1. INTRODUCTION

The City of Seattle, through its Seattle Center Department, invites proposals to enter a contract with Seattle Center to help envision and produce the future of Bumbershoot 2022 and beyond. Seattle Center aims to create a sustainable structure for the Festival moving forward, which could include a relationship with a single producing partner or multiple sub-licenses of the name to create a year-long series of Bumbershoot branded events. This new path forward should reflect and support Seattle Center's purpose, as well as meeting the objectives for Bumbershoot's future as outlined below in this RFP.

Seattle Center's Purpose Statement

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

The City will evaluate proposals in the context of the purpose and objectives outlined below. The City requests that proposers craft creative proposals that address their needs while considering the City's goals.

Proposers should consider that the City of Seattle owns the Bumbershoot service mark for the City's Annual arts Festival featuring musical, theatrical, artistic, and literary events. Seattle Center will serve as the ultimate decision maker for the future of the Bumbershoot Festival and brand.

2. OBJECTIVES FOR THE NEW VISION OF BUMBERSHOOT

Bumbershoot is both Seattle's longest-running music and arts festival and the largest urban arts celebration in North America. It has served as a centerpiece for cultural tourism and our regional brand as a center of creativity and innovation for close to fifty years. As such, Bumbershoot Festival should meet specific public purposes and City objectives within a sustainable business model. The 50th Anniversary of Bumbershoot comes at a turning point for Seattle Center, rebounding from the pandemic and with the opening of the brand-new Climate Pledge Arena and related redevelopment that will transform the Seattle Center campus in remarkable ways. On the cusp of the 60th Anniversary of the 1962 World's Fair which gave birth to Seattle Center, the revitalized campus is at the center point between Elliott Bay, where the new Waterfront Development Plan will reimagine and revitalize that thoroughfare, and Lake Union, with its astounding development. It is also a quick Monorail ride away from the downtown core and the newly expanded Light Rail opening in October 2021. The launch of a new strategy and vision for arts and special events in the City is also concurrent with Bumbershoot's 50th Anniversary, allowing the opportunity to leverage this Festival brand for downtown Seattle as a whole – in ways that sustain the festival for many years to come, while contributing to the tourism economy and fortifying the arts sector as new audiences are exposed to the best of Seattle arts and spectacle.

a) Purpose

- Maintain the Festival's essential character of artistic and cultural diversity and excellence.
- Continue the Festival's traditions as an affordable, public event celebrating regional, national, and international arts and entertainment.
- Utilize the brand to create sustainable business model that can be supported through year-round branded Bumbershoot activities.

b) Objectives

- Highlight the arts and cultural organizations of Seattle Center and the region in an urban environment.
- Multi-disciplinary arts presentation.
- Family-oriented.
- Culturally diverse.
- Incorporate free programming to ensure opportunities for all to access arts' activities.
- Ticket prices and access include:
 - Limited early bird ticket sales at reduced price.
 - Volunteer opportunities for access.
 - Distribution of free tickets to low-income and underserved communities.
- Northwest artists featured.
- Focus on programming professional artists across various disciplines, presenting exceptional, cutting-edge experiences for Festival patrons.
 - Programming mix that supports established purpose and drives new diverse audiences, including a focus on building interest of younger participants
- Explore opportunities to expand timeframe of the Festival, while still utilizing available Seattle Center Facilities and contracted free use of Resident Organizations' facilities.
- Opportunities for emerging artists and entertainers and emerging forms of expression.
- Seattle Center should be the nucleus of activities -- but offer opportunities to extend the Festival into the City. Leaning into the urban environment will be an important way to help jumpstart the arts and music scene post-pandemic.

c) Sustainable Business Model

- Festival is budgeted by Seattle Center to break even annually, excluding City-purchased artistic services and programming.
- Maintain cash reserve and revenue projections.
- Diverse revenue streams from ticketing, sponsorship, grants, community giving, food & beverage sales, merchandise.
- Programming and attractions that remain relevant and attractive to a wide range of ticket buyers and competitive with alternative choices.
- Programming and attractions that are supportive of rather than competitive with the City's arts and entertainment communities.

d) Additional requirements and consideration

- Proposer will manage the Bumbershoot Festival in conjunction with oversight by City Departments/Offices (Seattle Center).
- In consideration of the public benefits and City objectives cited above, Seattle Center will provide the Festival with the use of Seattle Center facilities rent free.
- Proposer commits to and works within the bounds of the mission of nurturing and developing the unique character and spirit of the Festival, within a sustainable business model.
- The City of Seattle, through Seattle Center, may enter into multi-year agreement with the Proposer for the presentation of annual Bumbershoot Festivals that meet specific public purposes and City objectives.
- Annual review and advance approval of the Festival program plan and budget by Seattle Center.
- Proposer will provide a comprehensive business plan for the continued management of Bumbershoot.
- Proposal to extend the Bumbershoot brand to year-round activities that qualify under the “Essential Characteristics” of the brand.

3. HISTORICAL FINANCIAL & ATTENDANCE INFORMATION

Attendance at Bumbershoot has varied through the years, with attendance for the entire Festival weekend averaging between 35,000 to over 75,000 patrons. However, attendance has been in decline over the past few years.

Expenses paid to the City of Seattle have consistently been in the \$200,000-\$250,000 range for Festivals dating from 2012-2019. These expenses exclude other city agency permitting and costs associated with producing the Festival (Police, Fire, Special Event Permits, SDOT, Peer Security, etc.)

Previous ticket fee models included a 4% return to the City of Seattle from ticket sales, and a \$1 per ticket sold returned to the City of Seattle.

4. FESTIVAL FACILITIES & POSSIBLE EXPANSION

Seattle Center facilities potentially available for Bumbershoot include the following:

Indoor

- Armory Food & Event Hall
- Armory Lofts 1-4
- Exhibition Hall
- Fisher Pavilion
- McCaw Hall

Outdoor

- Artists at Play Plaza
- Boeing Lawn
- Broad Street Lawn
- Exhibition Hall Lawn
- Fisher Pavilion Rooftop
- Founders Court
- Mural Lawn (& stage)
- International Fountain Mall (including International Fountain Pavers, Covered Walkway, International Fountain Lawn)
- South Fountain Lawn
- Skate Plaza
- Theatre Commons

Some Resident Organizations on campus have existing “demand use dates” for Bumbershoot (most of which are dependent upon Labor Day weekend). These include:

- A/NT Gallery
- Seattle Rep/Bagley Wright Theatre
- Cornish Playhouse
- Climate Pledge Arena
- Seattle Children’s Theatre
- SIFF
- Theatre Puget Sound (Center Theatre and Theatre 4)
- The Vera Project

Some Resident Organizations on campus do not have existing “demand use dates” but may opt to partner with Bumbershoot for use of their space. These include:

- Seattle Rep/Leo Kreielsheimer Theatre
- Seattle Children’s Museum
- Chihuly Garden & Glass
- KEXP
- MoPOP
- Pacific Science Center
- Space Needle

Additionally, the Climate Pledge Arena (“CPA”) shall provide up to six consecutive use days during Labor Day weekend for Bumbershoot, including one day immediately preceding the first gated Festival Day for move-in purposes. Dates of availability are contingent upon priority calendar holds required by the NHL, WNBA, or NBA. Proposer will enter into a separate agreement governing the Festival’s use of the Arena. CPA also agrees not to book competing music events if the Arena is not used for the Bumbershoot Festival (unless written permission is given by the Seattle Center Director). Should Bumbershoot dates be modified away from the Labor Day weekend pattern, Community Event dates reserved for Bumbershoot may possibly be modified to alternate dates acceptable to CPA; modifications must be made no less than 12 months in advance of the proposed modified dates.

The City of Seattle encourages proposals which would expand Bumbershoot programs to include not only Seattle Center’s campus, but also other locations around Seattle. The core of Bumbershoot activities should

feature Seattle Center as the epicenter of the Festival around Labor Day weekend; expansion could be made to other locations within Seattle City limits and creation of a “Bumbershoot Presents year-round” series. Opportunities to explore contracts outside of Seattle could be considered.

While the intent of Bumbershoot 2022 and beyond is to maintain Labor Day weekend as the focus of music and arts activities, the City of Seattle is open to proposals which would extend Bumbershoot programming year around.

5. BUMBERSHOOT’S ESSENTIAL CHARACTERISTICS

The City of Seattle intends to create a sustainable future for Bumbershoot that encompasses and embraces the Festival’s role as a major arts event in the City of Seattle, bringing a greater focus on the arts to Bumbershoot 2022 and beyond. In addition, the Essential Characteristics of the Festival should be considered while forming the structure for Bumbershoot’s future.

Essential Characteristics have been defined in the past to encompass the following:

- The Festival is a “celebration of outstanding popular entertainment, regional acts of artistic quality, and the opportunity to introduce to the broad Seattle public the wide diversity of current, traditional, and new artistic endeavors.”
- The Festival focuses on the arts -- visual, performing, literary, music, comedy, and film.
- The Festival promotes diversity and artistic expression in all programming, striving to find new artists and art forms that are on the horizon, and to experiment with new works.
- The Festival is a public event and has a strong tradition of public participation and community involvement. The Festival encourages public participation and community involvement through opportunities to participate on oversight boards, advisory committees, and juries, and as volunteers, as well as through diverse programming.
- The Festival programming is designed to appeal to a broad range of ages, including children, families, teens, and seniors.
- The lineup of the Festival includes significant representation from national, regional, and local performing arts.
- The Festival should reflect the cultural diversity of Seattle and the region in both Festival programming and participants, suppliers, and crafts and food concessionaires, which should include both programming and participant, selection panels, advisory committees, and other community efforts.
- The Festival is an affordable, moderately priced event, with the goal of making the Festival accessible to the largest possible community.

6. TERM OF AGREEMENT & EXPECTATIONS

Seattle Center will consider agreements with a maximum term of five years, with the possibility of mutually agreed-upon extensions that would not exceed five years per extension.

Agreement would include use of certain Seattle Center facilities rent-free over Labor Day Weekend, with the option to utilize facilities that have Bumbershoot demand use dates (provided these use dates correspond with Festival dates in 2022 and beyond). Expenses would be paid by the proposer for Seattle Center resources, such as labor incurred for Festival prep, operation, and tear down.

Use of spaces for Bumbershoot in locations other than Seattle Center's campus would be governed by separate agreements between the proposer and those properties. Events outside of Labor Day Weekend may require rent or other mutually beneficial deal structure.

The proposer shall secure appropriate insurance for the event.

Proposer must agree to support the Bumbershoot trademark. The City will retain all rights to the Bumbershoot trademark and the agreement will set forth the selected proposer's rights and limitations with respect to use of the Bumbershoot trademark.

7. OPERATION & USE RIGHTS

The selected proposer will be responsible for paying for scheduled services by Seattle Center's technical staff (including but not limited to carpenters, electricians, engineers, painters, plumbers, sound and video operators, stage rigger, stage technicians, stagehands, and guest services personnel), and non-technical staff (including but not limited to laborers, janitors, and ESU) at then-current Seattle Center in-house labor rates (for salary and benefits only).

Agreement will include acknowledgement in all promotional materials that Bumbershoot is located at Seattle Center, including the inclusion of the Seattle Center logo and other branding as requested by Seattle Center. Bumbershoot activities offsite from Seattle Center should recognize Seattle Center as an official sponsor.

The City has already granted ArenaCo the right to act as the exclusive sales representative of Seattle Center campus sponsorships, but selected proposer will have the right to sell sponsorships for the Festival in unlimited categories and scope tied to the Festival, if they do not conflict with Seattle Center or City guidelines involving tobacco or illegal activity or some sponsor agreements made by Seattle Center on a year-round basis that have exclusive rights. Proposer acknowledges that on-site activations for such sponsorships are temporary in nature, specifically limited to the number of days that the Festival will occur. Temporary signage and activations may not interfere with existing on-site signage tied to year-round campus sponsors.

8. GENERAL TERMS & CONDITIONS

Agreement must include appropriate risk allocations and will at a minimum require the selected proposer to defend, hold harmless and indemnify the City, its officers, agents, and employees, from any and all claims, liabilities, damages, costs, and expenses, including reasonable attorneys' fees and costs, to the extent arising from any act or omission of the proposer, or any of its officers, employees, contractors, agents or invitees in connection with the proposer's use or occupancy of Seattle Center, or arising from any breach in an agreement with the proposer.

The selected proposer will secure and maintain continuously throughout the term of an agreement, for all Festival dates and any permitted ancillary activities, at no expense to the City, minimum coverages and limits of insurance as defined in an agreement with the City.

The partner shall pay all applicable taxes, including admission tax as applicable. Proposer must have a Seattle Business License and pay all taxes due before entering into an agreement with the City.

The agreement that results from this RFP process must comply with all applicable City of Seattle ordinances, laws, rules, and regulations including but not limited to nondiscrimination provisions under Chapters 10.04, 14.10, and 20.42 of the Seattle Municipal Code.

9. SUBMITTAL REQUIREMENTS

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

- Provide a cover letter, including the full name and address of the proposer's organization, the state of incorporation in which it is licensed to operate, the form of business, and the name and contact information for your organization for this proposal. The cover letter should include 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.
- Provide an Executive Summary, not to exceed three pages in length (including any tables/graphs), in clear and concise language, easily understood by persons not having a technical background, the information contained in the proposal. The City may distribute the Executive Summary to public officials, interested parties, and the public.
- Provide a general overview of your organization, including the organization's structure and purpose.
- Present a detailed plan of how you plan to sustainably work with the City of Seattle to maintain Bumbershoot's essential artistic and culturally diverse character while maintaining the Festival as an affordable celebration of arts and entertainment.
- Outline your proposed term of agreement with Seattle Center, including any extension periods.
- Explain how your proposal contributes to Seattle Center's Purpose, Objectives and Essential Characteristics Statement and the new vision for Bumbershoot purpose and objectives outlined above.
- Identify how you would intend to engage with Seattle Center, including the roles you and Seattle Center would play in communications, decision making, marketing, branding, and other elements of your proposal.
- Identify how you would intend to work with community partners, Seattle Center Resident Organizations, and the neighborhood surrounding Seattle Center.
- Provide a proposed schedule and operational plan for the planning and execution of Bumbershoot 2022 and beyond.
- Provide possible site maps for Bumbershoot 2022.
- Provide specific information about your organization's financial condition, including proof of financial stability for each of the last five years, and anticipated loans or funding efforts necessary to implement your proposal.
- Provide references for your organization.

10. PUBLIC DISCLOSURE

- Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act), all materials received or created by the City of Seattle are considered public records. These records include but are not limited to the proposal submittals, agreement documents, contract work product, or other Proposal materials.
- Under the Public Records Act the City is required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are

considered legally exempt from disclosure. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

- If you believe any of the records you are submitting to the City as part of your Proposal are exempt from disclosure, you can request that the City notify you before releasing the records. To do so, you must very clearly and specifically identify each record and the exemption(s) that may apply.
- If the City receives a public disclosure request for any records you have properly and specifically identified, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents. The City will NOT assert an exemption on your behalf.

11. SUBMITTAL DUE DATE

To be considered, 12 hard copies and one (1) electronic copy of the proposal are due in the Seattle Center Executive Office, 305 Harrison Street, Suite 215, Seattle, WA 98109, or electronically to Marc Jones, marc.jones@seattle.gov, by 5:00 p.m. on October 25, 2021.

12. REQUEST FOR PROPOSALS SCHEDULE

- Publish RFP – completed by September 2, 2021
- Pre-proposal meeting & tour – completed by September 17, 2021
- Last day for questions – completed by October 11, 2021
- Proposal due – completed by October 25, 2021
- Review of proposals and short list determined - completed by November 1, 2021
- Short list proposers provide additional information - completed by November 8, 2021
- Presentations by proposers to review committee - completed by November 15, 2021
- Selection – completed by November 23, 2021

13. SEATTLE CENTER RIGHTS AND OPTIONS

- Seattle Center reserves the right, at any time, and in its sole and absolute discretion, to reject any or all proposals, to waive any irregularities or informality with respect to any proposal, to modify the review period and/or request additional information from proposers to inform and support the evaluation process, and to amend or withdraw the RFP without notice. No agreements or understandings between Seattle Center and any proposer(s) shall be binding until agreement documents have been duly executed.
- This process does not commit Seattle Center to award a contract.
- This process is not intended to be a low bid process, and Seattle Center reserves the right to negotiate with a selected proposer to modify, amend, or change the terms of the proposal into a final agreement.
- All materials submitted in response to this RFP will become the property of the City. Proposers shall retain the copyright to any copyrighted materials; however, by submitting them to the City,

each proposer grants the City an irrevocable, unlimited license to copy, distribute, and use the proposal materials for purposes related to this RFP process and negotiation of final agreements.

- The final agreement with the selected proposer will require compliance with applicable City of Seattle Municipal Code and ordinances.
- After submission of a proposal, and before acceptance of any proposal by Seattle Center, Seattle Center may request, and proposers shall furnish, such additional information related to the proposal and their financial status as Seattle Center may reasonably request.
- If the selected proposer does not execute an agreement, Seattle Center may select another proposer for negotiations, may call for new proposals, or may contract with another party to take any other action Seattle Center deems to be in the best interest of the City.
- Proposer's sound financial condition over time, including the proposer's ability have sufficient financial reserves and contribute upside revenue to Seattle Center/City of Seattle to provide a sustainable Festival.

14. POST-SUBMITTAL PHASE

Any selected proposal shall remain a valid proposal, in its entirety, through contract negotiations. Additionally, unless the City rejects all proposals or unless any proposal specifically provides otherwise, all submitted proposals shall be deemed valid for at least four months after the City's selection date.

Any proposer selected to negotiate with the City has a continuing obligation during such negotiation period to provide the City with any information that was requested in this RFP that requires updating due to circumstances that have changed or occurred since the submission of their proposal.

15. POST-SELECTION PHASE

The City's decision regarding selection or non-selection of a proposal shall be confirmed by written notice to all proposers.

16. EVALUATION CRITERIA AND PROCESS

Proposals will be evaluated by a review committee based on the following factors, if applicable to the proposal. None of the factors will stand alone or be conclusive. Those proposals considered responsive and that contribute to the Seattle Center purpose and to Bumbershoot purpose and objectives will be included on the short list. Proposers on the short list will be asked to an interview with the review committee and will be given an opportunity to make a presentation regarding their proposal.

- Compatibility with and contribution to the Seattle Center purpose and Bumbershoot purpose and objectives.
- Proposer's ability to program a vibrant, relevant Festival at Seattle Center over Labor Day weekend.
- Proposer's sound financial condition over time, including the proposer's ability to provide continued balanced budgets and pay back the debt owed to the City of Seattle.
- Proposer's demonstrated ability to manage and operate a large-scale arts and music festival.
- Proposer's collaboration with artistic or cultural organizations, and/or Seattle Center programs and resident organizations.
- The proposer's ability to bring in and/or reach culturally and artistically diverse audiences, artists, and performers.

- It is expected that the selected Proposer will conduct its own research (or have a detailed plan for outreach yet to be carried out) to guide its plans for Bumbershoot 2022 and beyond with respect to the arts community in Seattle.

17. INQUIRIES

Questions and inquiries regarding any aspect of the proposal documents, to schedule an appointment to review site plans, or any other matter relating to this RFP may be directed in writing to: Kim Hawley, by email to: kim.hawley@seattle.gov