



University District Public Development Authority
REQUEST FOR PROPOSALS

Updated 3/12/2024

Table with 2 columns: RFP details (Title, Coordinator, Conference) and Submission details (Question Deadline, Due Date, Submittal instructions).

TABLE OF CONTENTS

TABLE OF CONTENTS 1
1. GENERAL INFORMATION 2
1.1 COMMUNICATION 2
1.2 INTRODUCTION 2
1.4 MINIMUM QUALIFICATIONS 3
1.5 CONTRACT PERIOD 4
1.6 ADDENDA 4
1.7 TERMS AND CONDITIONS 4
1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES 4
1.9 DEFINITIONS 4
2. SCOPE OF SERVICES 4
2.1 SCOPE OF SERVICES 4
3. PROPOSAL CONTENT 5
3.1 PREPARATION OF PROPOSAL 5
3.2 LETTER OF SUBMITTAL AND ACKNOWLEDGEMENT AND RELEASE FORM 5
3.3 TECHNICAL PROPOSAL 5
4. PROPOSAL SUBMISSION AND EVALUATION 6
4.1 SUBMISSION OF PROPOSALS, REQUIREMENTS, AND DISQUALIFICATION 6
4.2 EVALUATION PROCEDURE 8
4.3 EVALUATION SCORING 8
4.6. RFP ATTACHMENTS 9

1. GENERAL INFORMATION

1.1 COMMUNICATION

All communication between the Proposer and the University District Public Development Authority (hereinafter “UDPDA”) shall be with the Request for Qualifications Coordinator. Any communication directed to other parties is prohibited.

1.2 INTRODUCTION



The University District Public Development Authority (UDPDA) invites proposals from individuals and/or entities for the property located at 201 West Main Avenue, Spokane, WA—consisting of two parcels [35184.0925](#) and [33194.0926](#)—to include the following work (the “Project”):

- developing and managing workforce/student housing (80%-90% AMI) with a potential focus around micro-unit housing;
- developing two levels of commercial use including a possible coworking, event, and retail space (to be managed by the University District Development Association); and
- developing shared parking and support spaces for both housing and commercial use.

Please see Attachment 2, the Collins Woerman programmatic Feasibility Study dated February 20, 2024 (CW Concept Study). The UDPDA will be contributing the land to this joint venture development.

The Project aims to address the pressing need for additional workforce/student housing within the downtown and to bring additional vibrancy to this prominent corner site; build on the District’s emerging life sciences, innovation, and eco-district; further the District’s mobility initiatives with an emphasis on pedestrian, transit, and bicycle traffic; and be responsive to the UD’s overall core values and objectives as outlined in the [U Vision 2044 Strategic Plan](#).

The UDPDA is seeking a highly experienced Development and Housing Management Team or Developer (“Firm”) with an innovative but practical approach for the site. The site is located on the western edge of the defined University District Revitalization Area (UDRA) and sits within the boundaries of the Spokane Downtown Business Improvement District (BID). The site is along the

recently completed Spokane Transit Authority’s City Line (Bus Rapid Transit) linking it to six higher education campuses to the east (including Gonzaga University, Washington State University, Eastern Washington University, Whitworth University, University of Washington, and Spokane Community College’s main campus) and downtown Spokane to the west.

The site also is adjacent to the East End/West Main neighborhood of the downtown. East End/West Main is a pedestrian-friendly eclectic community of alternative, independent businesses and local non-profits celebrating community, local food, crafts, fair trade goods, music, design, and art. The site is across the street from the popular Main Market Cooperative grocery store, directly north of [The Warren](#) (a new mixed-use, family housing development), and a block from the Spokane Convention Center.

This Project encompasses a two-phase process. Phase One seeks to identify a qualified Firm with the most compelling financial approach for the development and ongoing management of the Project. While the CW Concept Study is the preferred programmatic approach to site development, the UD is open to alternative programmatic uses to meet financial requirements as defined by the Firm.

Upon approval and acceptance of the proposed approach developed in Phase One, the selected Firm and the UDPDA would have 120 days in Phase 2 to negotiate a final development program, the financial relationship, and the management plan for the Project.

1.3 BACKGROUND

The UDPDA oversees economic development and infrastructure investments in Spokane’s University District which consists of 770 acres located to the east of downtown Spokane. See the district map [here](#). The UDPDA is a quasi-municipal corporation organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757, and established by the City of Spokane Ordinance C34933 in 2012.

In November 2019, [City of Spokane Ordinance C35828](#) approved an interlocal agreement between the City of Spokane and Spokane County regarding the reformation of the UDPDA board and amended the charter and bylaws of the organization. The UDPDA follows the purchasing and procurement policies of the City of Spokane as it relates to public works contracts.

As an innovative life sciences and energy and eco-district, the UDPDA seeks to be a national leader in how an ecological framework can inform urban development that preserves the long-term health of the district’s entire ecosystem, supports a thriving local economy, and serves as a “living lab” for the district’s six higher education institutions.

1.4 MINIMUM QUALIFICATIONS

The Proposer must be able to become licensed to do business in the State of Washington, if not licensed already. To accomplish the work, the Developer must have a proven track record in some or all of these areas:

1. expertise in developing mixed-use urban projects—including housing or micro-housing—in a tight urban site;
2. producing aspirational, ecologically-informed, and place-based architecture/design with high-quality results;
3. strong public engagement skills and follow-through; and

4. public-private partnership financial acumen and proven financial ability/resources to accomplish the project.

1.5 CONTRACT PERIOD

Any contract resulting from this RFP will run through December 31, 2024. The contract is renewable upon mutual agreement.

1.6 ADDENDA

It is the responsibility of the Proposer to check the UDPDA’s [Publications page](#) on its website for Addenda or other additional information that may be posted regarding this RFP.

1.7 TERMS AND CONDITIONS

The Terms and Conditions applicable to this RFP are included herein by reference and attached to this RFP as Attachment 1.

1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

RFP briefing via Zoom for interested applicants (optional)	3/12/24 at 1:30 PM Pacific
Question deadline	4/2/24 by 1:00 PM Pacific
Proposals due	4/8/24 by 1:00 PM Pacific
Evaluation, negotiation, and award of contract	April-May 2024
Begin contract work	May 2024

The UDPDA reserves the right to revise the above schedule.

1.9 DEFINITIONS

Definitions for the purposes of this RFP include:

UDPDA – The University District Public Development Authority—a Washington State quasi-municipal corporation—is issuing this RFP.

Firm or Consultant – Individual or company whose Proposal has been accepted by the UDPDA and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer – Individual or Firm submitting a Proposal to attain a contract with the UDPDA.

Request for Proposals (RFP) – A formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit Firms to submit qualifications and, if requested, project methodology and plan for evaluation.

2. SCOPE OF SERVICES

2.1 SCOPE OF SERVICES

The UDPDA anticipates that the scope of services to be performed by the Firm may include, but not be limited to, any or all of the following activities and proposed timeline:

May 2024: Kickoff meeting with UDPDA project manager and review of relevant documents (including Attachments 3 and 4) and the following:

- [U Vision 2044 Goals and Strategies](#)
- [Greene Economics UD Ecological Assets and Performance Standards Final Report](#)

- [Greene Economics UD Ecological Assets and Performance Standards presentation](#) (this slide deck includes the 12 Baseline Ecosystem Services, see slide 13)
- [Spokane Beat the Heat: Correlations of Urban Heat with Race and Income in Spokane, WA](#)
- [Cascadia Partners Urban Amenities Research and Analysis for the South UD](#)
- [Center-Based Planning Transit-Oriented Development Study](#)
- [City of Spokane South Sub Area Plan](#)

May - July 2024: Generate Conceptual Development Alternatives; meet with UDPDA project manager and other relevant UD staff and select UD Board members.

August 13, 2024: Present Feasibility Study Preferred Option to UD Development Committee

September 4, 2024: Present Feasibility Study Preferred Option to the UDPDA Board and submit final documentation, program, concept development, and proforma analysis to UD Staff.

3. PROPOSAL CONTENT

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in sequential order, and titled as Letter of Submittal, Technical Proposal, and Management Proposal.

3.2 LETTER OF SUBMITTAL AND ACKNOWLEDGEMENT AND RELEASE FORM

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any sub-consultants:

- Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written;
- Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate;
- Identification of any current or former employees employed by your Firm or on your Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and
- Acknowledgment that the Firm will comply with all terms and conditions set forth in the RFP unless otherwise agreed by the UDPDA.

The Acknowledgement and Release Form (Attachment 4) must be completed and included in the proposal after the Letter of Submittal.

3.3 TECHNICAL PROPOSAL

1. **The Narrative Approach (not to exceed two, double-sided pages)** should explain the proposed Project approach. Describe how it accomplishes the RFP's needs and how your team would work with the UDPDA to arrive at a viable, fiscally responsible, and mutually supported development. The Narrative should include responsiveness to the [UD Vision 2044 Strategic Plan](#) and goals as well as an outline of a joint venture specifying the financial undertaking expected of the UDPDA. The Narrative may include conceptual images, diagrams, and tables. It also should discuss anticipated adherence to or variance from the City of Spokane's planning and zoning regulations and standards.
2. **Proposer Team (not to exceed two, double-sided pages)**
 - a. Provide the name, title, organization, phone number, and email address of all parties on the Proposer Team and with whom the contract would be written.

- b. Provide a Proposer Team organization chart that describes the legal status of the Proposer (sole proprietorship, corporation, partnership, etc.).
 - c. Provide three professional references for work similar to this Project within the last five years.
3. **Relevant Project Portfolio/Resume (not to exceed one, double-sided page).** List and briefly describe any relevant projects that the Development Team, together, has completed within the past 10 years and/or has underway.
4. **Potential Financial Return to the UDPDA (not to exceed three, double-sided pages).** Please describe the potential projected return on investment for the UDPDA subsidy if a public/private partnership joint venture is proposed. Also include proven financial acumen and ability/resources to accomplish the project such as financial statements proving the Developer’s financial capacity to deliver the proposed Project approach. A “letter of creditworthiness” from a financial institution that describes the prior lending history and confirms the entity is not in default is acceptable instead of, or in addition to, another form of a financial statement.
5. **Development Timeline (not to exceed one, double-sided page).** Provide a preliminary development timeline for the proposed approach including major milestones for the Project feasibility and analysis.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS, REQUIREMENTS, AND DISQUALIFICATION

Proposals shall be submitted with the most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted in PDF format via email to info@spokaneudistrict.org no later than Monday, April 8, 2024, at 1:00 PM Pacific. **Hard paper or faxed copies will not be accepted. Late Proposals will not be accepted.**

Administrative Requirements/Proprietary Information/Public Disclosure

The UDPDA shall not, under any circumstances, be responsible for any costs or expenses associated with the proposal submitted including, but not limited to, research, investigation, development, preparation, duplication, production, collation, packaging, delivery, transmittal, or presentation of the proposal or any other related information, data, documentation, and material. All costs and expenses incurred by the Proposer in connection with the proposal submitted shall be the sole responsibility of (borne solely by) the Proposer.

Materials submitted in response to this RFP shall become the property of the UDPDA which is subject to the Open Public Records Act. All received proposals shall remain confidential until announcing the successful Proposer. Thereafter, the proposals shall be deemed public records as defined in RCW 42.56.

Any information in the proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire proposal exempt from disclosure will not be honored. If a proposal does not clearly identify

the confidential portions, the UDPDA will not notify the Proposer that its proposal will be made available for inspection and copying.

If a request is made for disclosure of material or any portion marked "Confidential" by the Proposer, the UDPDA will determine whether the material should be made available under the law. If it determines that the material is not exempt and may be disclosed, the UDPDA will notify the Proposer and allow the Proposer ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the Proposer fails or neglects to take such action within said period, the UDPDA may release the portions of the proposal deemed subject to disclosure.

To the extent that the UDPDA withholds from disclosure all or any portion of Proposer's documents at Proposer's request, Proposer shall agree to fully indemnify, defend and hold harmless the UDPDA Board, the City, and County of Spokane, their elected officials, agents, and employees from all damages, penalties, attorneys' fees, and costs related to withholding information from public disclosure. By submitting a proposal, the Proposer consents to the process outlined in this RFP and shall have no claim against the UDPDA because of actions taken. The successful Proposer must not be debarred, suspended, or otherwise ineligible to contract with the UDPDA.

All Proposers will be afforded the full opportunity to submit proposals in response to this RFP. The UDPDA is an Equal Employment Opportunity (EEO) organization that does not discriminate against any prospective firm based on race, religion, color, sex, age, national origin, sexual orientation, or presence of any sensory, mental, or physical disability in the consideration of award or subsequent agreement.

Proposer shall comply with all UDPDA, local, state, and federal directives, regulations, orders, policies, and laws as applicable to this RFP or subsequent agreement. The successful Proposer will hold the UDPDA, the City, and County of Spokane, and their elected and appointed officials, agents, and employees, harmless from and against all suits, claims, demands, damages, actions, and/or causes of action of any kind or nature in any way arising from Proposer's performance under this RFP or a subsequent agreement and will pay all expenses in defending any claims made against the Board, the City and County of Spokane, their elected and appointed officials, agents and employees, as a result.

Disqualification of Proposer and/or Rejection of Written Proposals

A Proposer may be disqualified and/or a written proposal may be rejected by the UDPDA for any of the following reasons:

- Submission of more than one (1) written proposal by an individual, firm, or corporation under the same or different names.
- Reasonable grounds for believing that a Proposer is submitting more than one proposal will cause the rejection of all proposals in which the Proposer is involved. Those proposals will be rejected if there is a reason for believing that collusion exists among Proposers, and no participant in such collusion will be considered in any future proposals for the next six months following the date of the proposal submission.
- Proposer, for any reason, does not fully meet the qualifications and requirements and the standards of this RFP established by the UDPDA.
- Proposer's proposed activities and/or improvements will create a safety hazard at, on, or in the vicinity of (or could be detrimental to) the premises.

- The acceptance of the proposal will require that the UDPDA expend funds and/or supply labor and/or materials in connection with the proposed activities that the UDPDA is unwilling and/or unable to spend and/or will result in a financial loss or hardship to the UDPDA.
- The Proposer has intentionally or unintentionally provided inaccurate or false information, data, documentation, or material or misrepresented or failed to disclose (omitted) any material fact in the written proposal and/or in supporting information, data, documentation, or material.
- The Proposer has not demonstrated that it possesses adequate financial responsibility or that it is reasonably capable of undertaking the proposed activity and/or improvements.
- The Proposer cannot demonstrate its ability to obtain insurance (in the type and amounts) required by the UDPDA for the proposed activity and/or improvements.
- The Proposer (or an officer or director of the Proposer) has been convicted of a felony or a crime involving moral turpitude.
- The Proposer seeks terms and conditions that are inconsistent with the RFP and/or the policies and practices of the UDPDA.
- The subject Property is not appropriate or not adequate for the proposed activity.
- The Proposer has lobbied, either on an individual or collective basis, the UDPDA (its Board, members of the Selection Committee, associated City or County employees, or outside advisors) or any federal, state, or local elected or public official or staff (support) personnel regarding this RFP or its written proposal.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The UDPDA, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. Commitments made by the Firm at the oral interview will be considered binding. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm’s Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

PROJECT APPROACH: Development and concept	100 points
BUSINESS TERMS AND PARTNERSHIP RETURN ON INVESTMENT	100 points
FIRM TEAM	50 points
RELEVANT PROJECT PORTFOLIO/RESUME	50 points
DEVELOPMENT TIMELINE	25 points
BUSINESS OWNERSHIP: Locally-owned, Woman- and/or BIPOC-owned Business	25 points
TOTAL POINTS	350 points

4.4 SELECTION PROCESS

The UDPDA envisions the following selection process for the Project.

1. **RFP Published** – The RFP is released and advertised on the University District’s website, locally, and noticed to known and interested parties.
2. **Evaluation of Proposals** – Proposals received before the submission deadline will be reviewed to confirm they meet the submittal requirements. Failure to comply with any part of the RFP requirements may result in the rejection of the proposal as non-responsive. The Proposer will

be notified via email if the proposal is deemed non-responsive and no further review will occur. At its discretion, the UDPDA may choose to establish a Selection Committee. Proposers may be asked to present to the Selection Committee and/or the full UDPDA Board at a public meeting. Proposals will be judged based on the written submittals, presentations, and requested supplemental information, as applicable. The UDPDA Board/Selection Committee reserves the prerogative to interview or not interview Proposers and the right to conduct its fact-finding and deliberation period as deemed necessary to evaluate proposals. At a public meeting, the UDPDA Board will select a proposal to advance to the next step, and if applicable, to determine the final ranking of other qualified proposals.

3. **Agreement to Negotiate Exclusively (ANE)** – The next step is for the UDPDA to enter into an ANE with the selected Firm. The UDPDA Board has sole authority to approve an ANE but is not obligated to consider or approve an ANE under this RFP. The ANE process allows 120 days for the Firm’s Project design and details to be refined; for additional work to be done to determine the financial feasibility of the Project; for a commercial appraisal to be conducted; for a fair market value to be determined for purposes of an initial purchase price for disposition of the Property; for a reuse appraisal to protect the public’s investment in the land should the Project fail to be completed; etc.
4. **Disposition and Development Agreement (DDA)** – If an ANE was entered into with a selected Firm, the UDPDA and Firm may then negotiate a DDA that describes in detail the requirements and conditions precedent to the transfer of the Project site to the development entity. Upon satisfaction of all requirements and conditions, the negotiated DDA returns to the UDPDA Board for final approval. The UDPDA Board has sole authority to approve a DDA but is not obligated to consider or approve a DDA under this RFP.

4.5 AWARD OF CONTRACT

This RFP does not oblige the UDPDA to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding. The UDPDA reserves the option of awarding this contract in any manner most advantageous for the UDPDA. Failure to comply with any part of the RFP may result in the rejection of the Proposal as non-responsive. The UDPDA also reserves the right, at its sole discretion, to waive minor irregularities, to reject any and all Proposals received without penalty, and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal. Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the UDPDA including consideration of the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

4.6. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following background document(s):

- Attachment 1 – UDPDA Terms and Conditions
- Attachment 2 – Collins Woerman 201 West Main Feasibility Study dated February 20, 2024
- Attachment 3 – note regarding Valbridge Property Advisors' appraisal
- Attachment 4 – Acknowledgement and Release Form (must be submitted with the proposal)



Attachment 1

UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY (UDPDA) TERMS AND CONDITIONS

1. **Scope of Services.** Unless otherwise stated, the Firm shall furnish all labor, supervision, materials, and other items related to the work and expend the costs necessary to complete the specified Work.
2. **Completion Time.** Services shall be completed by the date in the executed Contract.
3. **Liquidated Damages.** If the Service is not completed within the stated contractual time, the Consultant agrees to pay the UDPDA liquidated damages in the amount specified in the Contract for every calendar day the Service remains uncompleted.
4. **Subcontractors.** The Consultant shall not award any portion of the work to any subcontractor without the UDPDA's prior approval. The Consultant shall be fully responsible to the UDPDA for the acts, errors, and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the UDPDA.
5. **Non-Collusion.** The Consultant certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding item(s) covered by the contract.
6. **Mandatory Disclaimer.** The University District Public Development Authority is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757. RCW 35.21.750 provides as follows: [A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority, and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.
7. **Taxes, Fees, and Licenses.** Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under the Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in the Agreement shall be included in the project budgets.
8. **City of Spokane Business License.** No Consultant may engage in business with the UDPDA without first having obtained a valid annual business registration. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.
9. **Reimbursables.** If reimbursables are to be included in the Agreement, they are considered part of the maximum not to exceed contract amount stated, and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.
 - A. UDPDA will reimburse the Consultant at actual cost for expenditures that are pre-approved by the UDPDA in writing and are necessary and directly applicable to the work required by the Agreement provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of sub-consultants.
 - B. The billing for third-party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, sub-consultant-paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the UDPDA. The original supporting documents shall be available to the UDPDA for inspection upon request. All charges must be necessary for the services provided under the Agreement.

- C. The UDPDA will reimburse the *actual* cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses and per the UDPDA Travel Policy, details of which can be provided upon request.
- a. Airfare: Airfare will be reimbursed at the actual cost of the airline ticket. The UDPDA will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
 - b. Meals: Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed and while in travel status. *Receipts are not required as documentation.* The invoice shall state “the meals are being billed at the Federal Per Diem daily meal rate” and shall detail how many of each meal is being billed (e.g., the number of breakfasts, lunches, and dinners). The UDPDA will not reimburse for alcohol at any time.
 - c. Lodging: Lodging will be reimbursed at the actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day/night lodging are required. The UDPDA will not reimburse ancillary expenses charged to the room (e.g., movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.).
 - d. Vehicle mileage: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
 - e. Rental Car: Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The UDPDA will reimburse for a standard car of a mid-size class or less. The UDPDA will not reimburse ancillary expenses charged to the car rental (e.g., GPS unit).
 - f. Miscellaneous Travel (e.g., parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
 - g. Miscellaneous other business expenses (e.g., printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.
 - h. Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a TBD % markup. Copies of all Subconsultant invoices that are rebilled to the UDPDA are required.
11. **Social Equity Requirements/Non-Discrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with the Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Consultant agrees to comply with and to require that all subcontractors comply with, federal, state, and local nondiscrimination laws, including but not limited to the Civil Rights Act of 1964, Rehabilitation Act of 1973, Age Discrimination in Employment Act, and the American’s With Disabilities Act, to the extent those laws are applicable.
12. **Indemnification.** The Consultant/Contractor/Company shall defend, indemnify, and hold the UDPDA and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant’s/Contractor’s/ Company’s negligence or willful misconduct under the Agreement, including attorneys’ fees and litigation costs; provided that nothing herein shall require a Consultant/Contractor/ Company to indemnify the UDPDA against and hold harmless the UDPDA from claims, demands or suits based solely upon the negligence of the UDPDA, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant’s/Contractor’s/Company’s agents or employees and the UDPDA, its agents, officers, and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant/Contractor/Company, its agents, or employees. The Consultant/ Contractor/Company specifically assumes liability and agrees to defend, indemnify, and hold the UDPDA harmless for actions brought by the Consultant’s/Contractor’s/Company’s employees against the UDPDA and, solely for the purpose of this indemnification and defense, the Consultant/Contractor/Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant/ Contractor/Company recognizes that this waiver was specifically entered into under the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the UDPDA harmless provided for in this section shall survive any termination or expiration of the Agreement.
13. **Insurance.** During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner under Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under the Agreement. It shall provide that the UDPDA, its officers, and employees are additional insureds but only with respect to the Consultant's services to be provided under the Agreement;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 for each accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles.
- D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under the Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the UDPDA. As evidence of the insurance coverage(s) required by the Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the UDPDA at the time it returns this signed Agreement. The certificate shall specify the UDPDA as "Additional Insured" specifically for the Consultant's services under the Agreement, as well as all of the parties who are additional insureds and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

- 14. **Audit.** The Consultant and its sub-consultants shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Consultant and its sub-consultants shall provide access to authorized representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of a conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, federal law shall prevail.
- 15. **Independent Consultant.** The Consultant is an independent Consultant. The Agreement does not intend the Consultant to act as a UDPDA employee. The UDPDA has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the UDPDA. The Agreement prohibits the Consultant from acting as an agent or legal representative of the UDPDA. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the UDPDA, or to bind the UDPDA. The UDPDA is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other taxes that may arise from employment. The Consultant shall pay all income and other taxes as due.
- 16. **Key Persons.** The Consultant shall not transfer or reassign any individual designated in the Agreement as essential to the Work, nor shall those key persons, or employees of the Consultant identified as to be involved in the Project Work be replaced, removed, or withdrawn from the Work without the express written consent of the UDPDA, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the UDPDA one or more individuals with greater or equal qualifications as a replacement, subject to the UDPDA's approval, which shall not be unreasonably withheld. The UDPDA's approval does not release the Consultant from its obligations under the Agreement.
- 17. **Assignment and Subcontracting.** The Consultant shall not assign or subcontract its obligations under the Agreement without the UDPDA's written consent, which may be granted or withheld at the UDPDA's sole discretion. Any subcontract made by the Consultant shall incorporate by reference the Agreement, except as otherwise provided. The Consultant shall ensure that all sub-consultants comply with the obligations and requirements of the subcontract. The UDPDA's consent to any assignment or subcontract does not release the consultant from liability or any obligation within the Agreement, whether before or after UDPDA's consent, assignment, or subcontract.
- 18. **Termination.** Either party may terminate the Agreement, with or without cause, by ten (10) days' written notice to the other party. In the event of such termination, the UDPDA shall pay the Consultant for all work previously authorized and performed before the termination date.
- 19. **Standard of Performance.** The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under the Agreement are performed.
- 20. **Ownership and Use of Records and Documents.** Original documents, drawings, designs, reports, or any other records developed or created under the Agreement shall belong to and become the property of the UDPDA. All records

submitted by the UDPDA to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the UDPDA upon the UDPDA's request. If the UDPDA's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the UDPDA are **public records** and are available to the public for viewing via a valid Public Records Request (PRR).

Proprietary Information and Public Disclosure. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. Please consider that what you submit to the UDPDA will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the UDPDA for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the UDPDA from releasing this part of your response. If no injunction is obtained, the UDPDA is legally required to release the records. The UDPDA will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

21. **Anti Kick-Back.** No officer or employee of the UDPDA, having the power or duty to perform an official act or action related to the Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted, or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.
22. **Debarment and Suspension.** The Consultant will provide a certification that it is in compliance with and shall not contract with individuals or organizations that are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.
23. **Miscellaneous Provisions.**
 - A. **Amendments/Modifications:** The Agreement may be modified by the UDPDA in writing when necessary, and no modification or Amendment of the Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
 - B. The Consultant, at no expense to the UDPDA, shall comply with all laws of the United States and Washington, the Charter and ordinances of the UDPDA; and rules, regulations, orders, and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
 - C. The Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
 - D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
 - E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
 - F. **Waiver:** No covenant, term, or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the UDPDA of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the UDPDA of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the UDPDA in writing.
 - G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the UDPDA and the Consultant. If a conflict occurs between Agreement documents and applicable laws, codes, ordinances, or regulations, the most stringent or legally binding requirement shall govern and be considered a part of the Agreement to afford the UDPDA the maximum benefits.
 - H. **No personal liability:** No officer, agent, or authorized employee of the UDPDA shall be personally responsible for any liability arising under the Agreement, whether expressed or implied nor for any statement or representation made or in any connection with the Agreement.

Attachment 2

[201 West Main Avenue Collins Woerman Feasibility Study dated February 20, 2024](#)

Attachment 3

An appraisal from December 2023 of the 201 W Main Avenue property by Valbridge Property Advisors will be made available to the selected Consultant upon award of contract.

Attachment 4

Acknowledgement and Release Form Required with Submittal

The undersigned authorized (“Proposer”), on behalf of Proposer and all participants and parties included or subsequently added in/to Proposer’s Development Team, has read and fully accepts the University District Public Development Authority’s (“UDPDA”) discretion and non-liability as stipulated herein, expressly for, but not limited to, the UDPDA’s decision to proceed with a selection process by issuing an invitation to propose (the “RFP”) for the mixed-use development of the 201 W Main Avenue Property. Proposer accepts and agrees to the terms and conditions as described in this RFP or as may be modified as well as the following:

1. UDPDA reserves the right in its sole discretion and judgment, for whatever reasons it deems appropriate and at any time:
 - a. To suspend or modify any part of the selection process or terminate the RFP at any time for any reason with no financial or other obligation to the Proposer;
 - b. To obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to the RFP, and to ascertain the depth of the Proposer’s capability and desire to develop the Property;
 - c. To waive any formalities or defects as to form, procedure, or content with respect to its RFP and any submission by any Proposer;
 - d. To accept or reject any submission or part thereof received in response to the RFP including any statement submitted by the undersigned, or select any one submission over another; and
 - e. To accept or reject all or any part of any materials, plans, proposals, or statements included in a submission, including but not limited to, the nature and type of submission.
2. UDPDA is a public development authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757. RCW 35.21.750 provides as follows: All liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority, and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.
3. Other city, state, and federal regulations may apply, and Proposer acknowledges that the RFP selection process and any assistance in the development of the Property from UDPDA must conform to all applicable laws, rules, and regulations.
4. UDPDA may, at its discretion, conduct public hearings during the RFP selection process that would require disclosure of the Proposer’s proposed project to the public and the media.
5. UDPDA may accept or reject any proposal or statement and/or information received in response to the RFP, including any proposal, statement, or information submitted by the undersigned, or select one developer over another.
6. Proposer understands that by responding to the RFP, its proposed project may be subject to review and comment by UDPDA-organized staff, stakeholders, consultants, etc.
7. Proposer agrees to waive any formalities or defects as to form, procedure, or content with respect to the RFP and any responses by any Proposer thereto.
8. Proposer consents to the acquisition of information by UDPDA in conjunction with this RFP waives all claims, and releases UDPDA from any liability in the acquisition of this information and use of this information.
9. Proposer agrees that the UDPDA shall have no liability whatsoever, directly or indirectly, by reason of all or any decisions made at the discretion of UDPDA with respect to the RFP.
10. Proposer participates in the RFP process at its own risk.

11. Proposer, including all team members, have carefully and thoroughly reviewed the RFP and have found the RFP and all attachments thereto to be complete and free from ambiguities and sufficient for their intended purpose.

Authorized Proposer's Signature

Print Name, Title, Firm Name, and Date