



University District Public Development Authority (UDPDA)
**INFORMAL REQUEST FOR PROPOSALS (IRFP) for
 PUBLIC / PRIVATE PROPERTY DEVELOPMENT ADVISORY SERVICES**



SCHEDULE (*The UDPDA reserves the right to revise the schedule*):

Issue proposal opportunity	Tuesday, January 18, 2022
Mandatory Pre-Submittal Meeting via Zoom https://us02web.zoom.us/j/84571693847?pwd=SFZSSiF1UEhlMDF6cnBbGNQnQ3QT09 Meeting ID: 845 71 69 3847; Passcode: 264193 Dial by loc +1 253 215 8782 (Tacoma), +1 669 900 6833 (San Jose)	Monday, January 24, 2022, 9 AM Pacific
Proposal Deadline	Friday, Feb 11, 2022, by 5 PM Pacific
Contract Award Notification	Friday, March 4, 2022
Begin contract work	Monday, March 21, 2022

IRFP COORDINATOR:

Name, Title	Juliet Sinisterra, CEO, UDPDA IRFP Coordinator
Address	120 N Pine St, Ste 292, Spokane WA 99202
Phone, Email, Web	509-255-8093, info@spokaneudistrict.org , www.spokaneudistrict.org

1. GENERAL INFORMATION

1.1 COMMUNICATION: All communication between the Proposer and the UDPDA shall be with the IRFP Coordinator listed above.

1.2 BACKGROUND AND PURPOSE: The Spokane University District Public Development Authority (UDPDA) is inviting proposals for Public/Private Property Development Advisory Services to support the UDPDA Board in a multi-step process of evaluating, structuring, soliciting, and negotiating the development of a mixed-use, structured parking facility in the University District. The UDPDA sees the site as catalytic toward the continued urban development of the University District.

1.3 MINIMUM QUALIFICATIONS: The Firm must be able to become licensed to do business in the State of Washington, if not already. The Firm must have a successful track record supporting/advising public entities regarding the multi-step process of Public/Private Property Development transactions, specifically demonstrated knowledge and experience around mixed-use, structured parking facilities. To accomplish the Work, the Consultant must have expertise in:

- State of Washington Real Estate Law

- Real Estate Market Analysis
- Financial Feasibility and Highest-Best Use Analysis
- Expertise in Public and Private Financing Alternatives
- Portfolio Prioritization to Unlock Unrealized Value in Assets
- Benefits Case and Impact Analysis
- Stakeholder Engagement
- Visioning and Thought Leadership
- RFP Process for Public/Private Property Development and Contract Negotiation

1.4 CONTRACT PERIOD: Any contract resulting from this IRFP will be from March 2022 to December 31, 2023. Contract is renewable upon mutual agreement.

1.5 TERMS AND CONDITIONS: Terms and Conditions applicable to this IRFP are included herein by reference and attached to this IRFP as Attachment 1.

2. SCOPE OF SERVICES

The Spokane UDPDA is inviting proposals for Public/Private Property Development Advisory Services to support the multi-step process of soliciting, evaluating, structuring, and negotiating the development of a mixed-use, structured parking facility in the University District. The final overall development package and program will maximize development potential for the site, its impact on the south sub-area district, and the UDPDA use of taxpayer dollars. The Scope includes the following and see Attachment 2 for background:

1. Identify and evaluate legal/financial structures for the development of a structured mixed-use parking facility in the University District. Potential structures might include a ground lease, joint venture, or outright sale to a private developer.
2. Evaluate UDPDA investment options for the project; including but not limited to land, capital, and/or the impact of other UDPDA adjacent public infrastructure investments.
3. Assist and advise the UDPDA in developing an RFP, soliciting responses, evaluating and selecting a developer for the project.
4. Assist and advise UDPDA in negotiating a development agreement for the project, including scope, budget, milestones, deliverables, terms, and conditions, etc.

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL: Proposals must be submitted as one PDF document not to exceed eight (8) pages including Letter of Submittal. Proposals should be clear, concise, in order, and sections titled as Letter of Submittal, Management Proposal, Relevant Experience, and Cost Proposal.

3.2 LETTER OF SUBMITTAL: 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 proposed sub-consultants:

- a. Name, address, principal place of business, telephone number, and e-mail address of the legal entity or individual with whom contract would be written;
- b. The legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate; and
- c. Acknowledgment that the Firm will comply with all terms and conditions outlined in the Request for Proposals unless otherwise agreed to.

3.3 MANAGEMENT PROPOSAL: Proposal content for this section shall include an understanding of the UDPDA's requirements, a proposed approach, and the firm's experience, capabilities, and qualifications. Provide details describing the project team and point of contact for the scope necessary to accomplish the scope as described in the Scope of Services section. Provide the name and address of any sub-consultant and what services they may provide. Include how the project team will work with and support UDPDA staff and related committees.

3.4 RELEVANT EXPERIENCE: Describe past project experience that relates to this Scope of Services. Include project names, brief project descriptions and the work accomplished, and any client contact information, if possible. A list of contracts the Firm has had during the last three (3) years that relate to the Firm’s ability to perform the services needed under this IRFP. The Firm grants permission to the UDPDA to contact the list provided. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm’s non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide the other party’s name, address, phone number, and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

3.5 COST PROPOSAL: The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Cost Proposal to be itemized by the four scope phases outlined in Section 2 and to include a total cost. Firms are required to collect and pay WA state sales tax, if applicable. Do not include WA state sales tax in the Proposal.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS: 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 via email in PDF format to info@spokaneudistrict.org. Late Proposals shall not be accepted.

4.2 EVALUATION PROCEDURE: Responsive Proposals will be evaluated per 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. The IRFP 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:

MANAGEMENT PROPOSAL – 35% Project Approach/Methodology/Understanding; Work Plan/Schedule/Deliverables	70 points
RELEVANT EXPERIENCE – 30% Firm and Staff Experience/Capabilities/Qualifications	60 points
COST PROPOSAL – 35%	70 points
TOTAL POINTS	200 points

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT: This IRFP does not obligate 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 and without further discussion of the submitted Proposal. Failure to comply with any part of the IRFP 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, reject all Proposals received without penalty, and not issue a contract from this IRFP. 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.



“Attachment 1 – Terms and Conditions”

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. **Intent of Specifications.** The apparent silence or omission in the specifications as to any detail of the Service(s) to be done or materials to be furnished means that the region’s best general practice shall prevail and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.
5. **Designate.** Consultant will designate a representative who will be available during regular UDPDA business hours to serve as primary contact for the UDPDA in the implementation of the work and if any issues arise.
6. **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.
7. **Non-Collusion.** The Proposer 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 this Request.
8. **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.
9. **Authorship.** Proposers must identify any assistance provided by agencies or individuals outside the proposer’s Firm in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.
10. **Debriefing of Unsuccessful Proposers.** Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The discussion will be limited to a critique of the requesting Firm’s Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted on the telephone, via Zoom, or in person as appropriate.
11. **Conflict of Interest and Confidentiality.** Proposer shall comply with all applicable state and federal laws governing the confidentiality of information. All Proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee, agent, or official of the UDPDA/UDDA, or the applicable proposal evaluation committee may have in the proposing Firm or proposed project
12. **Proprietary Information.** Materials submitted in response to this RFP become the property of the UDPDA/UDDA. All received Proposals shall remain confidential until the award of contract recommendation has been posted on the UDPDA/UDDA website. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.” Any information in the Proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the

provisions of 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. The UDPDA/UDDA will consider a Proposer's request for exemption from disclosure; however, the UDPDA/UDDA will decide predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure. All requests for information should be directed to the RFP Coordinator.

13. **Liability.** The Firm shall indemnify, defend and hold harmless the UDPDA/UDDA, its board members, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach of its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the UDPDA/UDDA, its board members, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the UDPDA/UDDA, its board members and employees, and the Firm, its board members, and employees shall apply only to the extent of the negligence of the Firm, its board members and employees. The Firm's duty to indemnify shall survive the termination or expiration of the contract. The Firm waives, with respect to the UDPDA/UDDA only, its immunity under RCW Title 51, Industrial Insurance.
14. **Insurance.** During the term of the Contract, the Consultant shall maintain in force at its own expense, the below insurance coverage(s):
 - a. Worker's Compensation Insurance that complies with RCW 51.12.020, which requires subject employers to provide worker's compensation coverage for all of their subject workers and Employer's Liability Insurance for \$1,000,000.
 - b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the UDPDA, its officers, and agents are additional insureds but only with respect to the Consultant's services to be provided under the Contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Consultant's General Liability Insurance policy must be a minimum of \$1,500,000 to meet the insurance coverage required under this Contract Property Insurance if materials and supplies are furnished by the Consultant. The amount of the insurance shall be the value of the materials and supplies of the completed value of the improvement.
 - ii. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and
 - c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 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 this Contract. The coverage must remain in effect for at least two (2) years after the Contract is completed.

There shall be no cancellation, material change, reduction of limits, or intent not to renew insurance coverage(s) without thirty days' written notice from the Consultant or its insurer(s) to the UDPDA. The Consultant shall furnish acceptable Certificates of Insurance (COI) to the UDPDA at the time it returns the signed Contract. The Certificate shall specify the University District Public Development Authority as an "additional insured", and all of the parties who are additionally insured; as well as applicable policy endorsements and the deduction of retention level. Insuring companies or entities are subject to UDPDA acceptance.



“Attachment 2 – Background Information”

The following links provide background information related to the proposal request:

- [Desman Parking Structure Site Evaluation Final Report \(2022\)](#)
- [University District Parking Structure Site/Project Evaluation Criteria Matrix \(2020\)](#)
- [UD Shared Parking Analysis Final Scenarios Report by Desman \(2020\)](#) and [this link](#)
- [South University District Subarea Plan \(2020\)](#)
- [University District Strategic Master Plan Update \(2019\)](#)
- [University District Parking Study Phase I Final Report \(2018\)](#)
- **400-Block East Sprague Ave Parcel Information (and see map below)**
 - **411 E Sprague Ave, Parcel # 35173.1208** <https://cp.spokanecounty.org/SCOUT/Map/?PID=35173.1208>
 - **12 N Grant Street, Parcel # 35173.1209** <https://cp.spokanecounty.org/SCOUT/Map/?PID=35173.1209>
 - See also the [Listing Brochure](#) for the above properties.
 - **415 E Sprague Ave, Parcel #35173.1211**, <https://cp.spokanecounty.org/SCOUT/Map/?PID=35173.1211>. This Avista Development property is available for property aggregation purposes.

