



University District Public Development Authority (UDPDA)
**INFORMAL REQUEST FOR PROPOSALS (IRFP) for
 DISTRICT ECOLOGICAL ASSET & PERFORMANCE STANDARDS STUDY**



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

Issue proposal opportunity	Friday, March 17, 2023
Pre-submittal meeting via Zoom https://us02web.zoom.us/j/86828271545?pwd=M2doZzI3UkFMWIE5ZUdXeHBkb0tXUT09 Meeting ID: 868 2827 1545; Passcode: 268786 One tap mobile +12532158782,,86828271545#,,,,*268786# US (Tacoma) +12532050468,,86828271545#,,,,*268786# US Dial by your location +1 253 215 8782 US (Tacoma), +1 253 205 0468 US Find your local number: https://us02web.zoom.us/j/86828271545?pwd=M2doZzI3UkFMWIE5ZUdXeHBkb0tXUT09	Tuesday, March 28, 2023, 9 AM Pacific
Proposal deadline	Thursday, April 6, 2023, by 5 PM Pacific
Contract award notification	Thursday, April 20, 2023
Begin contract work	Monday, May 1, 2023
Estimated end contract work	Friday, September 1, 2023

IRFP COORDINATOR:

Name, Title	Juliet Sinisterra , UDDA CEO, UDPDA IRFP Coordinator
Address	120 N Pine St, Ste 252, 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 UDPDA is inviting proposals for a science-based, data-driven District Ecological Asset and Performance Standards Study to investigate, model, prioritize, and quantify nature-informed best practices around the future development of the University District (UD).

As an innovative life sciences and energy district, the UDPDA seeks to create standards around an urban ecological framework that leads to performance standards that sustain and improve the District's baseline ecological assets. The final adopted standards aim to care for and preserve the long-term health of the District's entire ecosystem and support the development of the area as a "living lab" for the District's institutions.

1.3 MINIMUM QUALIFICATIONS: The Proposer must be able to become licensed to do business in the State of Washington, if not licensed already. The Proposer must have a successful track record supporting/advising public entities regarding urban development. To accomplish the Work, the Proposer must have expertise in:

1. Leading science-based research and analysis around ecological systems;
2. Researching and evaluating best practices around nature-informed systems;
3. Conducting data-informed analysis related to urban ecology and performance;
4. Coordinating stakeholder engagement;
5. Exhibiting visioning and thought leadership around nature-informed systems; and
6. Expertise in whole systems thinking and applications.

1.4 CONTRACT PERIOD: The contract period is estimated to be approximately (4) four months, from May 1 to September 1, 2023. Contract is renewable upon mutual agreement.

1.5 TERMS AND CONDITIONS: Terms and Conditions applicable to this IRFP and UDPDA contract(s) are included herein by reference as Attachment 1.

2. SCOPE OF SERVICES AND DELIVERABLES

The Spokane UDPDA seeks to create a vibrant urban village. The UDPDA needs to better understand the components necessary for the District to thrive and attract residents, visitors, and businesses. The Scope includes the following and see Attachment 2 for a link to the map of the scope/study area.

1. Research, document, and categorize the UD's local ecosystems, historical and existing.
2. Align ecological assets based on requirements of healthy ecosystems, community-informed needs, established UD planning studies, and UD development strategies.
3. Evaluate and prioritize vital ecosystem services including but not limited to carbon sequestration/ storage; biodiversity support including pollination; air filtration; water cycling and resiliency; nutrient cycling/soil health; temperature regulation; and energy harvesting.
4. Work with UD leadership to establish ecological performance standards, metrics, and an ongoing nature-informed evaluation system.
5. Quantify ecosystem services and nature-informed design standards for the built environment with an understanding of UD ecological limits.

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL: Proposals must be submitted as one PDF document not to exceed six (6) pages including a 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 Proposing Firm to a contractual relationship. Please include the following information about the Firm and any proposed sub-consultants:

1. Name, address, principal place of business, telephone number, and e-mail address of the legal entity or individual with whom contract would be written;
2. The legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate; and
3. 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 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 Firm or (b) litigated and such litigation determined that the Firm 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 scope tasks and to produce the deliverables under the contract. The Cost Proposal must be itemized by the tasks outlined in Section 2 and 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 Firm(s) 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 – 30% Project Approach/Methodology/Understanding; Work Plan/Schedule/ Deliverables	60 points
RELEVANT EXPERIENCE – 40% Firm and Staff Experience/Capabilities/Qualifications	80 points
COST PROPOSAL – 30%	50 points
WOMAN-, BIPOC-, B-CORP- and/or COOPERATIVELY-OWNED BUSINESS	10 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 Proposal 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 Firm 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”

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. **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. **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.
6. **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.
7. **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.
8. **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.
9. **Proprietary Information and Public Disclosure.** All materials submitted to the UDPDA in responses to this proposal shall become the property of the UDPDA. All materials received by the UDPDA are public records and are subject to being released pursuant to a valid public records request. 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. When responding to this competitive procurement, please consider that what you submit 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.
10. **Costs to Propose.** The UDPDA will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this IRFP, in conduct of a presentation, or any other activities related to responding to this IRFP.

11. **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.
12. **Minority and Women-Owned Business Participation.** The UDPDA encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.
13. **Nondiscrimination.** 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 this Contract 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 Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.
14. **Business Registration Requirement.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the UDPDA without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. 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.
15. **Anti-Kickback.** No officer or employee of the UDPDA, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, 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 contract.
16. **Disputes.** This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.
17. **Termination.**
 - A. **For Cause:** The UDPDA or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
 - B. **For Reasons Beyond Control of Parties:** Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
 - C. **For Convenience:** Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
 - D. **Actions upon Termination:** if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all sub-consultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
 - E. Upon termination, the Consultant shall provide the UDPDA with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The UDPDA shall have the same rights to use these materials as if termination had not occurred; provided however, that the UDPDA shall

indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the UDPDA to the Consultant's work product.

18. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - D. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
19. **Liability.** The Firm shall indemnify, defend and hold harmless the UDPDA, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the UDPDA, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the UDPDA, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the UDPDA only, its immunity under RCW Title 51, Industrial Insurance.
20. **Insurance.** During the term of the Contract, the Consultant shall maintain in force at its own expense, each insurance coverage noted below:
- 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; and
 - B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the UDPDA, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; 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 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 three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the UDPDA.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the UDPDA at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to UDPDA acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



“Attachment 2 – Additional Background – Map of the Scope Area”

Please see the orange boundary on this [map link](https://www.spokaneudistrict.org/map)
<https://www.spokaneudistrict.org/map> (use +/1 to enlarge)