CITY OF SPOKANE – Accounting/Grants
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2022

NOTICE OF FUNDING AVAILIBILTY (NOFA)

American Rescue Plan Act

Assistance to Impacted Nonprofit Organizations

NOFA COORDINATOR:
Caleb Stanton, ARPA Coordinator

NOFA TITLE: Nonprofit ARPA Recovery **NOFA COORDINATOR:** Caleb Stanton, ARPA Coordinator **PRE-SUBMITTAL MEETING:** None	**Proposal Submittal:** **All Proposals shall be submitted electronically through the City of Spokane Neighborly portal before the due date and time.**

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1. GENERAL INFORMATION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Accounting/Grants Department is initiating this Notice of Funding Availability (NOFA) to solicit applications from nonprofits for ARPA Recovery funds. The purpose of this NOFA is to identify nonprofits that have been disproportionally impacted and their communities need help in post-pandemic recovery.

Grants of up to $45,000 will be awarded to nonprofits who can show operating expenses from March 2020 till now. This funding is retrospective reimbursement for expenses already paid. Your organization will be required to provide information in the narrative section to show how it has been disproportionally impacted.

This Notice of Funding Availability will be the first of two rounds of recovery funding. Organizations applying for funding may or may not be eligible for funding in the second round. This first round of funding is open for 30 days, awards will be given in the order of applications received or until funding is exhausted. Please note that you must disclose all other covid relief funds applied for and/or received (grant money cannot reimburse expenses that have been or will be recovered/reimbursed through other funding programs). Additionally, if the organization contracting with the City of Spokane owes any back due utility payments to the City of Spokane money from this grant will go directly toward paying those utilities first before other expenses are reimbursed.

1.2 DEFINITIONS

Definitions for the purposes of this Notice of Funding Availability include:

ARPA - American Rescue Plan Act, ARPA was signed into law on March 11, 2021, to provide additional financial relief in the wake of the COVID-19 pandemic. ARPA includes a significant amount of "Coronavirus State and Local Fiscal Recovery Funds" (SLFRF) for state and local governments to use over a period of several years.

NOFA - Notice of Funding Availability

Applicant - Individual or company who is seeking funding and has been selected for an award by the City and award is fully executed by a written contract.

Nonprofit - RCW 82.04.3651 defines a nonprofit as "organization that does not pay its members, stockholders, officers, directors, or trustees any amount from its gross income, except as compensation to any person for services rendered and does not engage in a substantial amount of political activity."

City - The City of Spokane, a Washington State municipal corporation, the agency issuing this NOFA.

Debarred - Excluded from Federal procurement and non-procurement programs throughout the US Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. The SAM system combines data from the Central Contractor Registration, Federal Register, Online Representation and Certification Applications, and the Excluded Partied List System.

1.3 COMMUNICATION

All communication between the Applicant and the City shall be submitted by e-mail accountinggrantsadmin@spokanecity.org. Any communication directed to other parties is prohibited. All questions received will be answered by the City through a publicly posted Q and A so all Applicants have access to the information. It is the responsibility of Applicants to check the City of Spokane's website for this information.

1.4 ESTIMATED SCHEDULE

Notice of Funding Availability	Nov 22nd 2022
Last Day to Submit Questions	Dec 6th 2022
Application Deadline	Dec 21st 2022
Evaluation, and Notice of Awards	Jan 6th 2022

*The City reserves the right to revise the above schedule.

1.5 FUNDING

This project is solely funded by funds received through the United States Department of Treasury under the American Rescue Plan (ARP)/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) - Catalog of Federal Domestic Assistance (CFDA) number 21.027. Submitting a Proposal indicates acceptance of all requirements listed within ARP/CSLFRF CFDA 21.027.

1.6 MINIMUM QUALIFICATIONS

To be eligible, applicants must:

- Meet the qualifications in RCW 80.04.3651 for a "Nonprofit" as stated in 1.2 above.
- Principal place of business must be within the city limits of Spokane. See: Spokane City Limits
- Have an annual average operational budget of less than $1,500,000 in the years of 2018-2021 if applicable.
- Have been disproportionately impacted.
- Operating in and/or serving a clientele located in economically distressed census tracts within the City of Spokane. See Link: Qualified Census Tracts
- Disclose all covid relief funding applied for and/or received.
- Show expenses from March 2020-Current.
- Complete the Budget Allocation Worksheet.

**The City of Spokane understands some applying organizations may have started as a result of the COVID-19 pandemic and as such full documentation from previous years will not be possible.*

Additionally, applicants must be able to meet the City contracting requirements, such as:

- Audit and financial requirements if applicable.
- Possess a 501(c)(1)-501(c)(29)
- Business licensing requirements if applicable.
- Possess an active Unique Entity ID (generated by SAM.gov).
- Not be debarred with in the last 5 years. (See Agreement Terms section).
- *Insurance Requirement has been waived for this NOFA award.

Please note: 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 contracts or agreements that may result from the NOFA 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.

1.7 AWARD PERIOD

Any Award resulting from this NOFA will be negotiated and subject to available funding.

1.8 ADDENDA

It is the responsibility of Applicant to check the City of Spokane's website for Addenda or other additional information that may be posted regarding this Notice of Funding Availability. However, the City of Spokane will provide any addenda to organizations who request addenda or submit a response to this NOFA. The city will not provide individual notice of changes; and applicants are responsible for regularly checking the City of Spokane's website for answers to questions, process updates, clarifications, or amendments. The City will not pay for any cost organizations may incur while they are preparing their application, providing information requested by the City, or participating in the selection process.

1.9 TERMS AND CONDITIONS

Terms and Conditions applicable to this NOFA are included herein by reference and attached to this NOFA and attached to this application as a certification prior to submission.

2. SCOPE OF SERVICES

The City will be awarding funds for this category of projects as retroactive reimbursements only. The application will require that the recipient provide supporting documentation for the allowable expenditures incurred. The below information is referenced from the US Treasury Final Rule.

- The American Rescue Plan (ARP) aims to respond to the negative economic impacts of the COVID-19 pandemic. The Final Rule outlines that ARP resources can be used for assistance to households, small businesses, and nonprofits, as well as to offer aid to impacted industries such as tourism, travel, and hospitality.
- The pandemic has had a severe impact on households and small businesses, particularly low-income workers and communities and people of color. While eligibility is flexible to respond to a recipient's needs, the intent of this portion of ARPA is to remediate the impact of the pandemic on these households, businesses, non-profits, and workers in communities disproportionately affected.
- This NOFA is specifically focused on the Negative Economic Impacts and Projects for assistance to nonprofits, eligible category (2.34) providing goods and/or services to Impacted or Disproportionately Impacted populations in the City of Spokane.

3. APPLICATION CONTENTS

3.1 APPLICATION

Applications shall be clear, concise, and have all proper documentation in order and titled as: Organization Information, Budget and Narrative, and Budget Allocation. All applications shall be submitted electronically through the City of Spokane Neighborly portal. Application shall be signed and dated by a person authorized to legally bind the organization to a contractual relationship.

3.2 ORGANIZATION INFORMATION

Include the following information about the organization and any proposed 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.
- Identification of any current or former employees from the participating Agencies employed by or on the applicants governing board as of the date of the application or during the previous twelve (12) months.
- Acknowledgement that the organization will comply with all terms and conditions set forth in the Notice of Funding Availability, unless otherwise agreed by the Agencies.

3.3 BUDGET AND NARRATIVE

Expenses from March 2020 till now should be provided if your organization was providing services during that timeframe. You should include all allowable operating expenses (even over $45,000 if possible) to give the best picture of how your organization operated through the pandemic. If expenses are not available a Loss Worksheet will be provided so you can give the best picture of your organizations expense during the required timeframe. Additionally, you will use the Narrative section to briefly describe (500 words or less) how your organization was disproportionally impacted during the pandemic.

The **Expense Worksheet** includes:

- Expenses of Salaries/Wages/Benefits, Fixed Expenses, Variable Expenses, and Other

For each line item shown you will need the cost and a brief description. If you select “other” you must describe in the space provided. DO NOT lump all expenses into one number, specific line items are needed for different types of expenses.

3.4 BUDGET ALLOCATION

Applicants will need to take the time to lay out how your organization plans to allocate all grant money received using the provided ARPA Budget Allocation Worksheet. You may allocate funds to expenses starting March 2020. Please note all funds are replacement funds used to reimburse expenses already paid, receipts of these transactions must be provided before ARPA funds will be distributed. Any change to this budget must first be approved, or funds will not be reimbursed.

The **ARPA Budget Allocation Worksheet** includes:

- Administrative cost, Salaries/Wages/Benefits, Fixed cost, Variable cost and Other.

For each line item you will need a brief description, date, and amount spent (cost). If you select "other" you must describe that entry in the space provided.

Financial records and supporting documents related to an award under this NOFA must be retained for a period of six (6) years after all funds have been expended or returned to Treasury, whichever is later. This includes records which demonstrate that the award funds were used for eligible purposes in accordance with ARPA, Treasury's regulations and guidance on eligible uses of funds.

4. APPLICATION SUBMISSION AND EVALUATION

4.1 SUBMISSION OF APPLICATIONS

Applications shall be submitted electronically through the through the City of Spokane Neighborly portal before the due date and time. **Hard paper e-mailed or faxed copies will not be accepted. Late Applications shall not be accepted.** Applicants must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Register email address
2. Verify email address
3. Log in
4. Select Notice of Funding Available
5. Fill out required application and supply required documents
6. Certify application
7. Submit Application
   *Once an application is submitted it is final, no revisions or edits can be made.

4.2 EVALUATION PROCEDURE

Responsive applications will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. **We encourage you to submit the application as early as possible for the best chance of securing a grant.** The NOFA Coordinator may contact the Organization for clarification of any portion of the Organization's Application.

4.3 AWARD/REJECTION OF APPLICATION

This NOFA does not obligate the City to grant an award. Any contract awarded as a result of this solicitation is contingent upon the availability of funding.

Failure to comply with any part of the NOFA may result in rejection of Application as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Applications received without penalty and to not issue a contract from this NOFA. More than one contract may be awarded. Award when and if made, will be contingent upon available funding.

5. GRANT REQUIREMENTS

Initial project funding is provided by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funding is utilized for this grant. See Terms and Conditions accompanying this NOFA.

6. NOFA ATTACHMENTS

ATTACHMENT 1: TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City 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 City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Business or the Business's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Business uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Business and is not "work made for hire" within the terms of this Agreement.

4. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted to the City of Spokane's website. The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

5. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

6. COSTS TO PROPOSE
The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS
Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION
The City 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.

9. 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.

10. BUSINESS REGISTRATION REQUIREMENT
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City 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.

11. PAYMENT
Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

12. ANTI-KICKBACK
No officer or employee of the City of Spokane, 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.

13. 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.

14. TERMINATION

A. For Cause: The City 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 subconsultants 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 City 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 13 City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY 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.

16. LIABILITY The Firm shall indemnify, defend and hold harmless the City, 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 City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, 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 City only, its immunity under RCW Title 51, Industrial Insurance.

17. INSURANCE COVERAGE

During the term of the contract, the Firm 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 City, 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 City. As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City 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. Ensuring companies or entities are subject to City 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.