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## 2024 NOTICE OF FUNDING AVAILABILITY

### American Rescue Plan Act *Neighborhood Business Districts*

<p><b><u>NOFA TITLE:</u></b> Neighborhood Business Districts</p> <p><b><u>NOFA COORDINATOR:</u></b> Makayla Sauve, Caleb Stanton</p> <p><b><u>PRE-SUBMITTAL MEETING:</u></b> None</p>	<p><b><u>Proposal Submittal:</u></b></p> <p>All applications shall be submitted electronically through the City of Spokane <a href="#">Neighborly</a> portal before the due date and time.</p>
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## 1. GENERAL INFORMATION

### 1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Accounting and Grants Department (hereinafter “City”), is initiating this Notice of Funding Availability (NOFA) to solicit cost proposals from organizations who show capacity and ability of fostering self-sustaining Neighborhood Business Districts. The primary objective is to establish long-term solutions for funding ongoing maintenance, marketing & signage, improvements, and staffing in four neighborhood business districts. To achieve this objective, the awarded organization will be granted \$2 million in ARPA funds to be distributed in a comparable manner among the four designated districts and in alignment with the study presented as an attachment to this NOFA. These funds must be utilized by November 2026. A plan must be created for the business districts to become self-sustaining, whether through creating a Business Improvement District (BID) or by establishing a more structured sustainable plan without a BID. Proposed projects will need to be vetted and authorized by the City of Spokane Neighborhood Services Department to qualify for reimbursement. Such projects can include but are not limited to the following:

CATEGORIES	APPROVED TYPES OF PROJECTS
Maintenance	Pressure washing concrete, tree pruning, trash removal, clean up, landscaping, painting, and façade improvements.
Marketing & Signage	Replacing private signage, gateway signage, banners, and crosswalk improvements and placement.
Improvements	Street lighting (private), tree planting & replacement, sidewalk cleaning, repairs & or replacement, and façade improvements, trash cans, and bike racks.
Staffing	Hire a coordinator to work with the districts to produce the most cost-effective and equitable results in carrying out the usage of these funds.

Qualifying organizations should meet the following parameters:

- Demonstrate a plan that shows the ability to provide long-term solutions to Neighborhood Business Districts (Garland, Hillyard, North Monroe, South Perry)
- Demonstrate history of serving members of historically marginalized communities
- Demonstrate fiscal responsibility through policy and procedures.
- Demonstrate a timeline to complete all projects by 11/30/2026.
- Demonstrate the ability to partner with the City of Spokane Office of Neighborhood Services Department to ensure public works requirements are followed.

- Demonstrate the knowledge of public procurement as it relates to State and Federal Funding.

## 1.2 DEFINITIONS

Definitions for the purposes of this NOFA include:

**Applicant** - Individual or company who is applying to administer grant funds for the neighborhood business districts.

**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.

**Business Improvement District (BID)**- Business Improvement Area, commonly referred to as a Business Improvement District (BID), is a self-taxing financing mechanism which supports economic development and neighborhood revitalization. By coordinating the cooperation of merchants, businesses, the BID actively works to make the neighborhood a center for commerce, culture, and living.

**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 U.S 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 Parties List System.

**NOFA** – Notice of Funding Availability

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

**Reimbursement Grant** – Grants that are paid out only after your organization has spent the money for an initiative upfront (i.e. the funder reimburses you for costs you have already incurred).

**Public Works** - Construction, alteration, demolition, installation, improvement or repair work paid in whole or in part with public funds. This includes building and facility repairs and can be contractual and non-contractual. For a full definition of public works refer to [RCW 39.04.010](#)

**Neighborhood Business District** – The business districts included are Garland, Hillyard, North Monroe, and South Perry. Each district’s area is defined by their own authoritative organization.

## 1.3 COMMUNICATION

All communication between the Proposer and the City shall be submitted by email to [accountinggrantsadmin@spokanecity.org](mailto: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 proposers have access to the information. It is the responsibility of Proposers to check the City of Spokane’s ARPA website for this information.

## **1.4 MINIMUM QUALIFICATIONS**

### **Eligible Applicants Include:**

- Be a Public or Private non-profit organization or,
- Be a Private for-profit organization
- At least two years' experience working with business districts, business improvement districts (BIDs), or similarly organized groups
- Must be able to coordinate and provide services to the Garland District, Hillyard District, North Monroe District, and the South Perry District
- Must be able to follow the City of Spokane Procurement with the assistance of the City of Spokane Office of Neighborhood Services Department

Additionally, applicants must be able to demonstrate the legal, financial, and programmatic ability to administer the proposed project and meet the City contracting requirements, such as: insurance thresholds, audit and financial requirements, and business licensing requirements. As well as possess an active Unique Entity ID (generated by SAM.gov) and not debarred. See Agreement Terms section and the guidelines specific to ARPA/Federal programs.

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 of 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 by a person with disabilities.

## **1.5 CONTRACT PERIOD**

Any contract resulting from this NOFA will be negotiated and subject to available funding. It is anticipated this will be a multi-year contract based on the success of the program(s). Funds must be contracted before 12/31/24 and fully spent by 9/30/26.

## **1.6 ADDENDA**

It is the responsibility of Applicants to check the City of Spokane's website for Addenda or other additional information that may be posted regarding this NOFA. However, the City 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 costs the organization may incur while they are preparing their proposal, providing information requested by the City, or participating in the selection process.

## **1.7 TERMS AND CONDITIONS**

Terms and Conditions applicable to this NOFA are included herein by reference and attached to this NOFA in the certification section of the proposal.

## 1.8 ESTIMATED SCHEDULE

Notice of Funding Availability Opens for Applications	August 28 <sup>th</sup> 2024
Workshop	August 28 <sup>th</sup> 2024
Deadline for Questions	September 9 <sup>th</sup> 2024
Application Deadline	September 13 <sup>th</sup> , 2024, 5pm
Notice of Award	October 4 <sup>th</sup> 2024

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

## 1.9 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 Project Proposal indicates acceptance of all requirements listed within ARP/CSLFRF CFDA 21.027.

## 2. SCOPE OF SERVICES

The City is initiating this Notice of Funding Availability (NOFA) to solicit cost proposals from qualified organizations to establish long-term funding solutions for ongoing maintenance, marketing & signage, improvements, and staffing in four neighborhood districts. The qualifying organization shall have an eighteen (18) to twenty (20) month timeline with milestones on the development of a long-term funding solution as well as programming out \$2 million dollars in project costs for maintenance, marketing, improvement projects and a coordinator. Funds must be distributed in a comparable manner to each district in accordance with the purpose of this NOFA.

Key responsibilities include:

- **Hire Staff:** The selected organization must hire/find/assign at least one dedicated coordinator within the first three months of the contract period. This coordinator will work directly with the Neighborhood Business Districts to implement and manage all aspects of this project.
- **Sustainability Planning:** Develop and execute plans that help districts achieve financial self-sustainability. This includes creating Business Improvement Districts (BIDs) where applicable or establishing a more structured and sustainable framework without a BID.
- **Toolkit Development:** Provide the City of Spokane a comprehensive template/toolkit that can be used in the future to create BIDs or other sustainable funding models for Neighborhood Business Districts.
- **Project Coordination:** Work with the Neighborhood Business Districts to oversee and manage the allocation of \$2 million in ARPA funds to support projects that address maintenance, marketing and signage, improvements, and capacity building.
- **Collaboration:** Partner with specified Business Districts and the City of Spokane's Office of Neighborhood Services to ensure procurement and public works requirements are met.

### 3. APPLICATION CONTENTS

#### 3.1 APPLICATION

Applications shall be clear, concise, and have all proper documentation in order. 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: 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 MANAGEMENT PROPOSAL

Application content for this section shall include experience, capabilities, and qualifications to convey the ability to perform the scope of services by clearly addressing the following criteria:

##### MANAGEMENT RESPONSE

1. A brief history of the applying organization's programs and accomplishments as they pertain to its ability to accomplish the objectives in this grant application.
2. What makes your organization the most qualified for selection?
3. What constraints, limitations or restrictions will impact the project performance?
4. Provide some measurable goals that will be used to determine the success and impact of this project. Specifically define outcomes of the goals and how they would be measured.
5. What processes and procedure are in place to ensure your organization will follow the City of Spokane's procurement guidelines?

\*Please note that all projects must be done with the guidance from City of Spokane's Office of Neighborhood Human Services staff in order to ensure the City of Spokane's procurement guidelines and any other statutory requirements are met.

#### RACIAL EQUITY AND CLIENT ENGAGEMENT

1. Describe the steps your organization has taken (or plans to take) in order to establish, develop, or continue policies, practices, and procedures that increase racial and social equity?

2. How will the organization accommodate and adjust in response to these under-represented populations?

The City of Spokane is committed to equitably and effectively utilizing ARPA resources to help our community bounce back as we can and in the best way possible. To do this we look to fund organizations and businesses that take into consideration past inequities and will go forward to honor the expertise, relationships, and resilience within communities of color and those historically impacted by inequalities providing them with lasting partnerships and co-created solutions to eliminate systemic hardships.

## **PROGRAM OVERVIEW AND DESCRIPTION**

1. Describe the planned approach to implement projects within the Neighborhood Business Districts.
2. Explain how you will manage the many requests for varying types of projects from district to district, how will projects be prioritized, and what cost saving (sharing) measures will be used to ensure the most amount of work can be done with the resources available?
3. Outline goals and objectives, outcomes, and outputs from completion of the project and how they match the desired purpose that has been proposed by this NOFA?
4. Provide an estimated timeline, include all proposed projects per district. \*Note this is a high-level overview, full plan details required in the program performance and evaluation.
5. Is your organization familiar with the neighborhoods of Spokane? What work have you done in Spokane, where, and for what amount of time?

## **STAFFING PLAN**

1. Do you currently have staff dedicated to managing grant funding?
2. Describe the existing staffing model in your organization?
3. Describe the staffing model for the proposed project. Outline which supportive services your organization envisions being offered to participants and when. If you plan to hire for this project, will you hire local to Spokane?

## **PROGRAM PERFORMANCE AND EVALUATION**

Applicant organizations are required to continuously monitor the effectiveness, efficiency, relevance, and sustainability of their projects through targeted and feasible performance evaluations.

1. Outline a plan that details how your organization will continually monitor project performance. The outline should include an eighteen (18) to twenty (20) month plan commencing with the signing of the contract, showing timing and hiring of a coordinator within three (3) months and projects starting no later than spring of 2025 with completion of toolkit for sustainable funding plan and all projects no later than November 30, 2026



2. Explain your organization's prior experience with a project of this type, and/or client population.
3. Describe how your organization plans to involve the four Neighborhood Business Districts input into project/program design, evaluation, and/or decision-making.
4. Describe what technical assistance may be needed for successful implementation of the deliverables indicated in this NOFA.

### **3.5 COST PROPOSAL**

Applicants will be required to complete and submit a **Purposed Budget** which details and outlines the overhead and administrative costs of performing the propose of the NOFA. A full \$2 million is intended to be allocated towards establishing long-term funding solutions and performing the projects stated within the scope of the NOFA. In addition to the \$2 million of budgeted projects the budget should outline the plans and budgeted overhead/administrative cost.

1. Explain how the uploaded budget will be used to support this project and how participants will be served. In the uploaded budget for each line item listed with a dollar figure (except expense category subtotals), provide:
  - a. How the item relates to the project.
  - b. The method used to determine the cost.
2. If the budget includes indirect costs, please provide an explanation of the proposed indirect cost method.
3. How does your organization plan to track expenses in relation to the respective projects?
4. How does the organization plan to ensure that each district receives comparable funding?
5. Describe if the applicant has other committed sources of funding that will support for the sustainability of the project. Please detail the source and the terms for when the funds will be available for this project, if any.
6. Describe what the applicant organization will do to attract, develop, and leverage a variety of financial, volunteer, and other in-kind resources to support this project.
7. Does your organization have upfront funds available for this project? How many months of funding for this project do you have or anticipate having? Please note: This grant is reimbursement funding, meaning that you will need the upfront funds to pay for services before the grant funds are paid to you. (Monthly draws are possible if proper documentation is provided.)

## **4. APPLICATION SUBMISSION AND EVALUATION**

### **4.1 SUBMISSION OF APPLICATIONS**

Applications shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. All applications shall be submitted electronically through the City of Spokane's online procurement system portal: [Neighborly](#) 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 to this NOFA will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring organizations as finalists for an oral presentation and evaluation. The NOFA Coordinator may contact the organization for clarification of any portion of the organization’s proposal. A completed and scored application does not obligate the City to award a contract. Any application with a score of 70 or below will be automatically disqualified. The City further reserves the right to disqualify any application that does not demonstrate the ability to meet the ARPA funding timeline.

#### 4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

SCORING DESCRIPTIONS	TOTAL POINTS EARNED	TOTAL POINTS AVAILABLE
<b>MANAGEMENT PROPOSAL – 70%</b> <ul style="list-style-type: none"> <li>• Management Response – 10 points</li> <li>• Racial Equity and Client Engagement – 5 points</li> <li>• Program Overview and Description – 25 points</li> <li>• Staffing Plan – 10 points</li> <li>• Program Performance and Evaluation – 20 points</li> </ul>	70 Points (Maximum)	70 points
<b>COST PROPOSAL – 30%</b>	30 Points (Maximum)	30 points
<b>GRAND TOTAL FOR WRITTEN PROPOSAL</b>		<b>100 POINTS</b>

#### 4.4 RISK ASSESMENT

Applicants are required to complete the risk assessment questions. The City of Spokane may disqualify any high-risk applicants if the City determines they . Additionally, applicants must provide requested documents or the question will be considered incomplete.

#### Section A – Administrative

1. Does your organization have experience administering federal awards within the past two years? If yes, please specify the program name, ALN# (CFDA#), and amount of federal award granted.
2. Has your organization ever had a government contract/project/agreement terminated? If yes, please explain.
3. Has your organization had any known or suspected fraud or conflicts of interest potentially affecting federal awards? If yes, please explain.
4. Does your organization have or previously had a lawsuit(s) filed against them? If yes, list all pending and/or previous lawsuits with detailed information regarding who filed the lawsuit, the reason for filing and the final judgement rendered.
5. Has your organization had any financial condition concerns within the past two years? If yes, please explain.

### **Section B – Prior Audits and Monitoring**

6. Does your organization receive an independent review / audit of its financial statements? If yes, please attach latest audit report. If no, please explain.
7. In *financial statement* audits for the last two years, did the sub-recipient:
  - a. Receive an adverse opinion or a disclaimer of opinion?
  - b. Have any significant deficiencies or material weaknesses in internal control over financial reporting? If yes, please attach audit report(s) and explain.
8. In Single Audits of *federal programs* for the past two years, were there any findings? If yes, please attach audit report(s).
9. Has your organization received monitoring by awarding agencies within the past two years? If there were any issues noted in the monitoring reviews please attach the report(s).

### **Section C – Internal Controls**

10. Does your organization financial management system:
  - a. Track and record expenditures of program funds separately for each award?
  - b. Record of expenditures for each award by the budget cost categories shown in the approved budget?
  - c. Provide accurate, current, and complete disclosure of the results of federal awards in accordance with reporting requirements?
  - d. Enable the sub-recipient to maintain effective internal controls to ensure accountability and proper safeguarding and use of all funds, property and other assets (for example, adequate segregation of duties)? If no to any of the above, please explain.
11. Does your organization have policy and procedures to ensure compliance with federal procurement requirements? If no, please explain:
12. Does your organization have internal controls in place to ensure personnel expenses charged to a federal award are accurate, allowable, and properly allocated? If no, please explain:
13. Has your organization had turnover in the last 12 months in key fiscal personnel responsible for internal controls compliance and fiscal reporting? If yes, please explain:

14. Does your organization have a federal negotiated indirect cost rate?  
 a. If yes, please list rate:  
 b. If no, please list the rate that will be applied to this sub-award:

**Section D – Programmatic Assessment**

15. Is this a new program for your organization? If yes, list programs that have related compliance requirements or standards that your organization has had in the last three years.  
 16. Has your organization had difficulty meeting match requirements under a federal program award? If yes, please explain:  
 17. Within the past year, has there been turnover in key position(s) who will be responsible for administering the award? If yes, please explain:

**Section F – Financial Statement Assessment**

18. Upload a copy of your latest Financial Statements.

**Scoring rubric:** In calculating the total score you multiply the weight by assigned 0 low risk, 1 medium risk, or 2 high risk.

CRITERIA	LOW RISK (0)	MED RISK (1)	HIGH RISK (2)	WEIGHT
<b>ADMINISTRATIVE ASSESSMENT</b>				
Question 1	Substantial experience >\$750k in federal funds	Moderate experience between \$50k and \$750K	Less than \$50k in federal awards	2
Question 2	No terminations	Terminations with accepted explanation	Terminations indicating prior issues in mgmt of federal funds	2
Question 3	No existing reported	Potential for conflict-of-interest through shared associations.	Personal or relative-owned business; prior fraud history	2
Question 4	None reported	Unrelated; insured; positive outcome	Lawsuit which poses financial threat or is related to program service delivery	1
Question 6	Mature (> 10 years); government agency (cooperative agreement)	Between 2 and 10 years of history	Start up (less than 2 years)	3
<b>PRIOR AUDITS &amp; MONITORING</b>				
Question 7	Annual audit with clean opinion	Review only with clean report	No audit/ review performed	2
Question 8	Single audit performed; no findings	Has third-party financial audit	No audit performed or findings	2
Question 9	Monitored by 2 or more agencies in the last three years; clean reports	Monitored by only 1 other agency in the last 3 years OR minor findings in monitor reports	No monitoring experience or significant compliance or fiscal findings	1
<b>INTERNAL CONTROLS</b>				
Question 10	System meets approval	System less qualified to handle large amounts of federal money or complex budgets	Adequate system not in place or systems are new.	3
Question 11	Approved; following OMB procurement guidelines	Has internal controls but not strongly documented or tied to Federal guidelines	Ad hoc or lacking internal controls	3

Question 12	System meets approval	System may be adequate but requires further evaluation or monthly review	System is proven to tract time and effort allocation to the award	3
Question 13	No	Some but with replacement by personnel with appropriate experience and background.	Yes	2
Question 14	Yes	Has simple rate agreement; experience with cost allocation reporting	No rate agreement	1
<b>PROGRAM ASSESSMENT</b>				
Question 15	Have recent/current experience with award activities	New program but have successful experience in programs with shared objectives OR with the Federal Funder	Completely new program for sub-recipient	2
Question 16	Yes; experience recording & reporting match and history of meeting requirements	Demonstrated knowledge and ability to maintain recordkeeping required	No experience or unsuccessful in meeting requirements	1
Question 17	No - worked in program funding cycles for 2 or more years	Some but with replacement by personnel with appropriate experience and background.	Yes - current staff has worked less than 1 year in activities related to the program	2
<b>FINANCIAL STATEMENT ASSESSMENT</b>				
<b>Non-Government Entities</b>				
Does the sub-recipient have adequate cash to pay its bills?				3
<i>* Current Ratio: Current Assets/Current Liabilities</i>	Ratio of >1.0 means that the organization has adequate cash reserves to pay current bills.	Ratio of 1.0 means that the sub-recipient can just pay its bills	Ratio of <1.0 means that the organization may not have current cash available to pay its bills	
<i>*Acid Test Ratio (immediate debt paying ability): (Current Assets-Inventories)/Liabilities</i>	Ratio >1.0 indicates that the sub-recipient is in a strong position to meet current obligations from assets that can be converted to cash on short notice.	Ratio of 1.0 is considered adequate; for every dollar of debt there is one dollar of assets that can be converted into cash on short notice to meet obligations.	Ratio of <1.0 means that assets readily convertible to debt are not sufficient to meet current debt obligations	
<i>*Is debt growing or declining</i>	No line of credit or other operating debt noted	Line of Credit is consistent and at reasonable level related to fund balance/ cash	Growth in line of credit or other operating debt	
How did the entity use cash provided by operations?	Subrecipient operated at a profit and was able to increase cash balances over prior years	Subrecipient was breakeven with financial performance and held steady with cash balance contributions from operations.	Subrecipient operated at a profit but cash balances decreased; sub-recipient operations support has a trend of pulling from reserves.	3
How did the sub-recipient finance fixed asset purchases?				1
<i>*Debt to Equity Ratio: Total Liabilities / Total Fund Balance or Equity</i>	A lower ratio indicates a conservative debt financing strategy; current operations not at risk to fund debt service requirements	Debt service does not appear onerous in comparison to operating revenues/net profit; debt ratio seems reasonable to industry standards	A high ratio indicates an aggressive debt strategy to fund growth/asset acquisition; high debt service requirements	

Do the notes and/or management letters disclose potential financial problems or risks?	No unusual disclosures in notes	Review of notes generates questions worth monitoring but no significant concerns.	Significant potential risks disclosed such as pending legal claims, going concern, policy impact., etc.	1
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Risk Level is assigned as follows:

**Low 0-25** : Desk monitoring and quarterly meetings

**Medium >25 to 50** : Desk monitoring with on-site visit, monthly meetings

**High >50**: Desk monitoring with on-site visit, monthly meetings, and a single audit. High risk applicants may be disqualified from funding.

#### 4.5 AWARD/REJECTION OF APPLICATION

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

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Application. 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 proposals received without penalty and to not issue a contract from this NOFA. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal in the application.

Award of contract, when and if made, will be to the proposer whose Application is the most favorable to the City including consideration the evaluation criteria. Contract is optional (non-exclusive) use.

### 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. Attachment 1.

### 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 NOFA

In the event it becomes necessary to revise any part of this NOFA 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 NOFA 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 NOFA, in conduct of a presentation, or any other activities related to responding to this NOFA

### 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 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.

#### ATTACHMENT 2: CONDUCTED STUDY



Attachment 2a  
Study.pdf



Attachment 2b  
Business Districts Estir