



CITY OF SPOKANE - Accounting/Grants  
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 Spokane, Washington 99201-3316  
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## Notice of Funding Availability

<p><b><u>NOFA TITLE:</u></b></p> <p><b><u>Organizations to distribute ARPA funds for Down payment Assistance specified programs</u></b></p> <p><b><u>NOFA COORDINATOR:</u></b> Makayla Sauve, ARPA Coordinator</p> <p><b><u>PRE-SUBMITTAL MEETING:</u></b> <b><u>None</u></b></p>	<p><b><u>Proposal Submittal:</u></b></p> <p>All Proposals shall be submitted electronically through the City of Spokane Neighborly portal before the due date and time.</p>
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## **1. GENERAL INFORMATION**

### **1.1 COMMUNICATION**

All communication between the Proposer and the City shall be with the NOFA Coordinator and submitted 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 the proposers to check the City of Spokane's website for this information.

### **1.2 BACKGROUND AND PURPOSE**

The City of Spokane, through its Accounting and Grants Department (hereinafter "City") is initiating this Notice of Funding for Down Payment Assistance (NOFA) to solicit Proposals from qualified organizations interested in providing administrations of an economic support finding program to address COVID-19 impact in Spokane. This NOFA seeks one or more organizations to distribute ARPA grant dollars with the following parameters:

- First time homebuyers
- Have a family income below 200% AMI (\$100,000/year)
- Ability to provide proof of income eligibility and location of home

### **1.3 MINIMUM QUALIFICATIONS**

Eligible applicants include:

- Non-profit financial institutions registered with NCUA
- Non-profit financial institution registered within the City of Spokane
- Licensed to do business in the State of Washington

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:

- Audit and Financial requirements if applicable
- Business Licensing Requirements
- Proof of Insurance
- Possess and active Unique Entity ID (generated by SAM.Gov)

See Agreement Terms sections as well as the guideline specific to ARPA/federal programs.

### **1.4 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 that is renewable upon mutual agreement.

### **1.5 ADDENDA**

It is the responsibility of Proposers 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 will

provide any addenda to organizations who request addenda or submit a response to this NOFA. The City will not provide individual notice or 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 application, providing information requested by the City, or participating in the selection process.

## 1.6 TERMS AND CONDITIONS

Terms and Conditions applicable to this NOFA are included herein by reference and attached to this NOFA as Attachment B.

## 1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

<b>NOFA Timeline</b>	<b>Date</b>
Notice of Funding Availability	November 22, 2022
Last Day to Submit Questions	December 6, 2022
Application Deadline	December 21, 2022
Evaluation and Notice of Awards	January 6, 2023

The City reserves the right to revise the above schedule.

## 1.8 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 Funds document, see Attachment 1. The total available to up to \$1.5 million.

## 1.9 DEFINITIONS

Definitions for the purposes of this NOFA include:

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

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

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

**Proposer** - Individual or Firm submitting a Proposal in order to attain a contract with the City.

**NOFA** – Notice of Funding Availability

**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 Excluded Parties List System.

## **2. SCOPE OF SERVICES**

The City of Spokane, through its Accounting and Grants Department, (hereinafter “City”) is initiating this Notice of Funding Availability (NOFA) to solicit applications from qualified and experienced organizations/agencies to select and organization(s) to distribute ARPA grants to Down Payment Assistance organizations for specified programs and staffing support needs within the City of Spokane.

## **3. PROPOSAL CONTENTS**

### **3.1 ORGANIZATION INFORMATION**

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Management Proposal and Cost Proposal. Collaboration and proposal partnerships are encouraged.

### **3.2 LETTER OF SUBMITTAL**

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

- A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.
- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm’s governing board as of the date of the Proposal or during the previous twelve (12) months.
- D. Acknowledgement that the Firm 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**

Proposal content for this section shall include experience, capabilities, qualifications and application of resources to convey the ability to perform the scope of services.

- A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this NOFA. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide 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.

## **DOWN PAYMENT ASSISTANCE RESPONSE**

1. Do you currently have staff to dedicated to managing the ARPA Grant Funding distributions?
2. What makes your organization the best option for selection?
3. What constraints, limitations, or restrictions will impact the performance of service?
4. Provide a measurable goal that will be used to determine the success and impact of this program. Specifically define outcomes of this goal and how it would be measured.

## **RACIAL EQUITY AND CLIENT ENGAGEMENT**

1. Describe the steps the applicant(s) have taken (or plans to take) in order to establish, develop, or to continue policies, practices, and procedures that increase racial and social equity in the following areas: training, hiring and retention, plan development, community engagement and partnerships, and other organizational work.
2. Describe the areas which represent the applicant organization's/partnership's strengths or assets, and describe the areas in which the applicant organization has room for growth?
3. Describe how the applicant's engagement and service delivery model assures access to underserved communities who are typically not able to respond to formal NOFAs. Include efforts related to service design, staffing, outreach and engagement approach, and language access.
4. Explain how the applicant agency/partnership will make services available to populations under-represented, including racial and ethnic minorities, immigrants and refugees, individuals with disabilities, LGBTQ youth and adults, and people with limited English-language proficiency.
5. How will the organization accommodate and adjust in response to these underrepresented populations and what systems are in place (or will be) to track this data?

The City of Spokane is committed to equitably and effectively utilizing ARP resources to help out community bounce back as soon as we can and in the best way possible. To do this we look to fund organizations and businesses that take into consideration past inequalities 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 DISCRIPTION

1. Describe the existing or proposed programs

## STAFFING PLAN

1. Describe the existing or proposed staffing model

## PROGRAM PERFORMAMCE AND EVALUATION

Applicants 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 the applicant organization/partnership will continually ensure that project performance meets or exceeds the performance standard as outlined by the City of Spokane.
2. The plan should address the following:
  - Explain your organization's prior experience with the program type. Project, and/or client population
  - Describe how your organization has involved clients input into project/program design, evaluation and/or decision-making.
3. Describe what technical assistance may be needed for successful implementation of deliverables indicated in this NOFA

## 3.5 COST PROPOSAL

Applicants will be required to complete and submit a **Detailed Budget** which outlines a composite annual budget for the proposed services. The Detailed Budget must have an accompanying budget *narrative and justification* that provides, in detail, the total amount for implementation of the project your organization is proposing. If multiple agencies will be partnering on this proposal provide a cost breakdown of the expenses that will be incurred by each individual agency.

1. Describe if the applicant organization has other committed sources of funding that will support the sustainability of this program. Please detail the source and the terms for when the funds will be available for this project, if any.
2. Describe what the applicant organization is doing to attract, develop, and leverage a variety of financial, volunteer, and other in-kind resources to support this project.
3. If the budget included indirect costs, please provide an explanation of the proposed indirect cost method

## BUDGET NARRATIVE

Explain how the requested funds will be used to support the participants served by this project. For each line item listed with a dollar figure (except expense category subtotals), provide a brief narrative detailing:

- a) how the item relates to the proposed service
- b) the method used to determine the cost

## 4. PROPOSAL SUBMISSION AND EVALUATION

### 4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals 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 Proposals shall not be accepted.** Proposers 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

### 4.2 EVALUATION PROCEDURE

Responsive Proposals 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 Firms as finalists for an oral presentation and evaluation. The NOFA 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:

<b>MANAGEMENT PROPOSAL – 75%</b> <ul style="list-style-type: none"> <li>• Overall proposal – 15%</li> <li>• Proposal Requirement Responses – 15%</li> <li>• Racial Equity and Client Engagement – 15%</li> <li>• Staffing Plan – 15%</li> <li>• Project Performance and Evaluation – 15%</li> </ul>	75 Points (Maximum)	75 points
<b>COST PROPOSAL – 25%</b>	25 Points (Maximum)	25 points

<b>GRAND TOTAL FOR WRITTEN PROPOSAL</b>		<b>100 POINTS</b>
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#### **4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT**

This NOFA does not obligate the City to award a contract. Any contract awarded as a result of this procurement 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 Proposal. Failure to comply with any part of the NOFA may result in rejection of Proposal 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.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

### **5. GRANT REQUIREMENTS**

Initial project funding is provided by the Coronavirus State and Local Fiscal Recovery Funds or 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: REQUEST FOR PROPSAL – 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, 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;