



CITY OF SPOKANE - Accounting/Grants  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
[arpaproposals@spokanecity.org](mailto:arpaproposals@spokanecity.org)

## Notice of Funding Availability

<b>NOFA TITLE:</b> Organizations to distribute ARPA funds to Employment Support in the Arts specified programs  <b><u>NOFA COORDINATOR:</u></b> Makayla Sauve, ARPA Coordinator  <b><u>PRE-SUBMITTAL MEETING:</u></b> None	<b><u>Proposal Submittal:</u></b>  All Proposals shall be submitted electronically to <a href="mailto:arpaproposals@spokanecity.org">arpaproposals@spokanecity.org</a> before the due date and time.
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### TABLE OF CONTENTS

1.1	COMMUNICATION .....	2
1.2	BACKGROUND AND PURPOSE.....	2
1.3	MINIMUM QUALIFICATIONS .....	2
1.4	CONTRACT PERIOD .....	2
1.5	ADDENDA.....	3
1.6	TERMS AND CONDITIONS .....	3
1.7	ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES .....	3
1.8	FUNDING .....	3
1.9	DEFINITIONS .....	3
2.	SCOPE OF SERVICES .....	4
3.	PROPOSAL CONTENTS	
3.1	PREPARATION OF PROPOSAL .....	4
3.2	LETTER OF SUBMITTAL .....	4
3.4	MANAGEMENT PROPOSAL .....	4
3.5	COST PROPOSAL.....	6
4.	PROPOSAL SUBMISSION AND EVALUATION.....	7
4.1	SUBMISSION OF PROPOSALS .....	7
4.2	EVALUATION PROCEDURE.....	7
4.3	EVALUATION SCORING.....	7
4.4	AWARD/REJECTION OF PROPOSAL/CONTRACT.....	7
5.	GRANT REQUIREMENTS .....	8
6.	DEBARMENT AND FFATA CERTIFICATION (Attachment A).....	9
7.	TERMS AND CONDITIONS (Attachment B) .....	11
8.	ARPA TERMS AND CONDITIONS (Attachment C) .....	15
9.	RISK ASSESSMENT (Attachment D) .....	18

# **1. GENERAL INFORMATION**

## **1.1 COMMUNICATION**

All communication between the Proposer and the City shall be with the NOFA Coordinator and submitted to [arpaproposals@spokanecity.org](mailto:arpaproposals@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 Employment Support for the Arts Proposals (NOFA) to solicit Proposals from qualified organizations interested in providing administration of an economic support funding program to address COVID-19 impacts to local artists in Spokane. This NOFA seeks one or more organizations to distribute NOFA grant dollars within the following parameters:

- Direct grants to individuals who primary work in the arts and can demonstrate a drop in income caused by the pandemic,
- Performing arts venues grossing less than 2 million/year in 2019 that can demonstrate a drop in income caused by the pandemic,
- Non-profit arts organizations that grossed less than 1 million in income in 2019 and demonstrated a drop in income cause by the pandemic, and
- Other creative business entities that grossed less than 1 million in income in 2019 and demonstrated a drop in income caused by the pandemic

## **1.3 MINIMUM QUALIFICATIONS**

The Firm must be licensed to do business in the State of Washington. The Firm must have 3 years of experience and able to demonstrate a partnership in Art Supporting Services.

Eligible applicants include:

1. Art organizations must serve within the City of Spokane, but can also serve regionally.
2. Public and private nonprofit or charitable organizations – typically 501(c)(3), although a range of organizational forms are eligible.
3. Private for-profit organizations

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 threshold, 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 as well as the guideline specific to ARPA /federal programs.

## **1.4 CONTRACT PERIOD**

Any contract resulting from this NOFA will be 1 year. Contract is renewable upon mutual agreement for \_\_1\_\_ one-year option. More than one organization may be awarded.

## 1.5 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's ARPA website for Addenda or additional information that may be posted regarding this Notice of Funding Availability. 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. However, the City will provide any addenda to organizations who request addenda. 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 1.

## 1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Announcement of Notice of Funding Availability	October 26, 2022
Last Day to Submit Questions	November 7, 2022
Deadline for Submission of Applications	November 14, 2022
Evaluation, Negotiation and Contract Award	November 30, 2022
Begin Contract Work	December 5, 2022

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 A. The total available up to \$1 million in funds shall be used for grants to artists, art venues, and organizations and other arts oriented creative businesses.

Administrative expenses are allowable up to 10% of funds awarded through your program.

## 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.

**Organization 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 Organization 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 the 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 Employment Support in the Arts providers for specified programs and staffing support needs within the City of Spokane.

## **3. PROPOSAL CONTENTS**

### **3.1 PREPARATION OF PROPOSAL**

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Technical Proposal, Management Proposal and Cost Proposal.

### **3.2 LETTER OF SUBMITTAL**

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the organization to a contractual relationship. Include the following information about the organization 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 organization (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the organization would operate.
- C. Identification of any current or former employees from the participating Agencies employed by or on the organizations governing board as of the date of the Proposal or during the previous twelve (12) months.
- D. 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.

### **3.4 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 organization, 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 organization 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 organization will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The organization shall commit that staff identified in its Proposal will perform the assigned work. Any staff substitution must have the prior approval of the City.
- B. Include a list of contracts the organization 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 organization grants permission to the City to contact the list provided.

C. If the organization 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 organization'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 organization in the past five (5) years, so indicate.

## **EMPLOYMENT SUPPORT OF THE ARTS RESPONSE**

1. Do you currently have staff dedicated to managing the NOFA 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 NOFA's. 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

## **PROGRAM OVERVIEW AND DESCRIPTION**

1. Describe the existing or proposed program
2. If this is a proposed program.
  1. Outline which supportive services your organization/partnership envisions being offered to participants and when.

## **STAFFING PLAN**

1. Describe existing or proposed staffing model

## **PROGRAM PERFORMANCE 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/

\* Please note reimbursement will be on a monthly basis and associated with submitted metric performance reports and based on awards given to program recipients.

### 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

The budget narrative should be laid out in the same format relative to the budget categories as provided in the budget worksheet and provide information regarding the basis of estimation for each line item, including reference to sources used to substantiate the cost estimate (e.g. organization's policy, payroll document, and vendor quotes, etc.).

## 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 by email to [arpaproposals@spokanecity.org](mailto:arpaproposals@spokanecity.org) before the due date and time. **Hard paper or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously.

### 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 organizations as finalists for an oral presentation and evaluation. The NOFA Coordinator may contact the organizations for clarification of any portion of the organizations 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>

### 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. 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 A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

<b>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</b>
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.
<p>(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:</p> <ul style="list-style-type: none"> <li>(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;</li> <li>(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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;</li> <li>(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and</li> <li>(d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.</li> </ul>
(2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
<p>(3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:</p> <p><u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions</u></p> <p>1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.</p>
(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.
<b>By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.</b>

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

<b>Federal Funding Accountability and Transparency Act (FFATA) Certification</b>	
<b>The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.</b>	
If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.	
<p>1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?</p> <p>Yes <input type="checkbox"/> If yes, answer question 2 below.</p> <p>No <input type="checkbox"/> If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement. _____</p>	
<p>2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?</p> <p>Yes <input type="checkbox"/> If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.</p> <p>No <input type="checkbox"/> If no, you are required to report names and compensation. Please fill out the remainder of this form. _____</p>	
Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.	
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
<b>The Grantee certifies that the information contained on this form is true and accurate.</b>	
<b>By:</b> _____	
<b>Title:</b> _____	
<b>Date:</b> _____	

## **6. ATTACHMENT B – 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;

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 C: ARPA TERMS AND CONDITIONS**

American Rescue Plan (ARP)  
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)  
Funding Authority: U.S. Department of Treasury  
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.

Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,

Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,

Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).

Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),

Ethics in Public Services (RCW 42.52),

Covenant Against Contingent Fees (48 CFR Section 52.203-5),

Public Records Act (RCW 42.56),

Prevailing Wages on Public Works (RCW 39.12),

State Environmental Policy Act (RCW 43.21C),

Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27),

Energy Policy and Conservation Act (PL 94-163, as amended),

Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327: Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

Spokane City and/or U.S. Treasury Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;

Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);

For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);

For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);

or construction or repair contracts: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);

For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does not apply to projects funded solely with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);

Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency

For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;

Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;

Notice of awarding agency requirements and regulations pertaining to reporting;

Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;

Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;

Retention of all required records for six years after Spokane City makes final payment and all other pending matters are closed;

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);

Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);

Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and

Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).



Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

Identify as a Subaward (2 CFR 200.332(a));

Federal Award Identification (2 CFR 200.332(a)(1));

Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));

Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3);

Indirect cost rate (2 CFR 200.332(a)(4));

Records access & retention (2 CFR 200.332(a)(5);

Closeout provisions (2 CFR 200.332(a)(6)).

## ATTACHMENT D: RISK ASSESSMENT

### City of Spokane Pre-award Applicant Risk Assessment

Note: All applicants must complete this risk assessment. If your organization/entity is applying for federal or state funds from the City of Spokane complete this risk assessment in reference to the project sponsor. Please answer all questions and attach all applicable documents, failure to do so will affect the risk determination.

Organization/Entity Name: \_\_\_\_\_

#### Management Systems

1. Does your organization/entity have experience managing grant funds, loans, or other types of financial assistance? If yes, complete the experience column below with your organization's experience in each of the types. Please include the number of years/months.

☐ Yes

☐ No

Type	Experience
Federal	
State	
Local	
Foundation	

2. Has your organization/entity had changes to key staff or positions in the past 12 months? If yes, explain.

Executive Management ☐ Yes ☐ No

Financial ☐ Yes ☐ No

Program ☐ Yes ☐ No

3. Has your organization/entity had changes to business systems in the past 12 months? If yes, explain.

Financial system ☐ Yes ☐ No

Policies & Procedures ☐ Yes ☐ No

Data Collection ☐ Yes ☐ No

4. Does your organization/entity have policies and procedures for the following? If yes, attach.  
*\*Financial Management Ps and Ps include those specific to recording financial transactions, an accounting manual with chart of accounts, segregation of duties and authority for approving financial transactions, and maintenance of accounting records.*

Procurement	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Drug Free Work Place	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Conflict of Interest	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial Management*	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Property/Equipment Management and Disposition	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Retention of Records	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Equal/Civil Rights	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Collection and Documentation of any expenditure/financial reports for subrecipients ☐ Yes ☐ No

#### Audit Reports and Monitoring Events

1. Did your organization/entity expend \$750,000 or more in federal grant funds in the previous fiscal year?  
☐ Yes  
☐ No
2. Has your organization/entity had a Single Audit or other financial audit in the last 12 months?  
 If yes, attach full audit report including corrective action plans as applicable.  
☐ Yes  
☐ No
3. Did your organization/entity have any monitoring visits by a funding agency in the last 12 months? If yes, fill out the table below (attach additional pages as necessary) and attach a copy of the report(s).  
☐ Yes  
☐ No

Awarding Entity	Result (Finding(s) – Yes / No)	Corrective Action Plan required?	Status (Open or Closed)

#### Financial Stability

1. Does your organization/entity have an accounting system in place to segregate expenditures by funding source?  
☐ Yes

☐ No

2. Does the accounting system produce a budget vs. expenditures report?

☐ Yes

☐ No

3. Does your organization/entity maintain central files for grants, loans, or other types of financial assistance?

☐ Yes

☐ No

4. Does your organization/entity have a time and effort system that:

a. Records all time worked, including time not charged to awards? ☐ Yes ☐ No

b. Records employee time specifically by cost objective/activity? ☐ Yes ☐ No

c. Is signed-off by the employee and a supervisor? ☐ Yes ☐ No

d. Complies with the established accounting policies and practices of the organization/entity? ☐ Yes ☐ No

5. Does your organization/entity allocate expenses, either directly or indirectly, by means of a cost allocation plan? If yes, attach current plan.

☐ Yes

☐ No

6. Does your organization/entity have a Negotiated Indirect Cost Rate? If yes, attach a copy of the current rate agreement.

☐ Yes

☐ No

☐ 10% De Minimis Rate

#### Performance History

1. Is your organization/entity presently debarred or suspended?

☐ Yes

☐ No

2. Has your organization/entity been awarded grants, loans or other types of financial assistance in the past 24 months from the City of Spokane? If yes, choose the type.

☐ Yes - ☐ Federal ☐ State ☐ Local

☐ No

3. Has your organization/entity been awarded other grants, loans or other types of financial assistance in the past 12 months? If yes, please fill out the following table (attach additional pages as necessary).

☐ Yes

☐ No

Awarding Entity	Program/Project	Award Amount

4. Has your organization/entity been defunded or had a reduction in a grant, loan, or other type of financial assistance in the past 12 months? If yes, explain.

☐ Yes

☐ No

5. Does your organization/entity obtain prior written approval from the funding agency when:

a. The scope or objective of the program changes? ☐ Yes ☐ No

b. A budget revision/adjustment is desired? ☐ Yes ☐ No

6. Has your organization/entity been subject to conditional approvals due to compliance issues? If yes, specify the terms of the special condition and whether or not the special condition is still applicable.

☐ Yes

☐ No