



City of Kirkland

Request for Proposal

Language and Digital Equity Grants

Job # 01-22-PCS

Issue Date: January 10, 2022

Due Date: February 1, 2022 – 5:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

Language and Digital Equity Grants Job # 01-22-PCS

File with Purchasing Agent, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Proposals received later than **5:00 p.m. PDT on February 1, 2022** will not be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A Service Provider response that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 10th Day of January, 2022.

Jay Gewin
Purchasing Agent
City of Kirkland

Published in the Seattle Times – January 10 and January 17, 2022

Background Information

The City of Kirkland is located on the eastern shore of Lake Washington. It is a suburban city, surrounded by other suburban cities and pockets of unincorporated King County. The City is near several major transportation routes including Interstate 405, State Route 520, and Interstate 5. These routes connect the City economically and socially to the greater Seattle area.

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current estimated population is 92,110. Kirkland is the twelfth largest city in the State of Washington and the sixth largest in King County.

Since its incorporation, Kirkland has grown in geographic size to eighteen square miles - approximately twenty times its original size. This growth occurred primarily through the consolidation of the cities of Houghton and Kirkland in 1968, the annexations of Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011.

Kirkland operates under a Council-Manager form of government. The City Council is the policy-making branch of Kirkland's government and consists of seven members elected at large to staggered, four-year terms. The Mayor is elected from within the Council. The City Council is supported by several advisory boards and commissions and the City Manager. The City Manager is appointed by the City Council and serves as the professional administrator of the organization, coordinating its day-to-day activities.

Purpose and Background

The City of Kirkland, Washington received American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funds (CLFRF) in March 2021. Kirkland City Council allocated a portion of these funds to address the needs of agencies to improve equitable service delivery to their clients in the context of the COVID-19 pandemic. Priorities include housing stability, behavioral health, and accessible services. The Request for Proposal for Language and Digital Equity Grants supports these priorities through improving language and digital access to human service delivery on the Eastside to communities disproportionately impacted by COVID-19.

The City of Kirkland, Washington is providing \$110,000 in grants to organizations that serve communities on the Eastside that have historically experienced English and/or technology literacy barriers and been disproportionately impacted by the COVID-19 pandemic. This includes Black, Indigenous, and people of color (BIPOC), immigrants and refugees, persons living with disabilities, limited English speakers, and low-income populations.

Grant amounts are flexible to allow agencies the ability to incorporate a permanent, hybrid model of services through technology equipment investment, including, but not limited to: laptops, tablets, software, training, and language line services.

Performance Schedule

The City anticipates entering into a contract no later than February 28, 2022 and the length of the contract and subsequent work shall not extend beyond June 30, 2022.

Scope of Work

The City of Kirkland is interested in contracting with qualified nonprofit agencies to expand the hybrid model of human service delivery. The agency shall:

- Provide current services to under resourced communities, including but not limited to: BIPOC, people living with disabilities, limited English speakers, immigrant and refugee communities, and low-income households
- Offer a hybrid model of services that support basic human need services to residents on the Eastside
- Have an in-depth understanding of Eastside need and identifiable gaps within the digital divide of the communities they serve
- Collect and provide data that will assist the City to evaluate the success of technology infrastructure investment
- Provide recommendations for future funding within this scope of service

Contract Requirements and Fees

If your proposal is accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

1. Compliance with Law/City of Kirkland Business License

- Contractor must obtain and provide a copy of a City of Kirkland Business License and otherwise comply with Kirkland Municipal Code Chapter 7.02.
- The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.

2. Insurance

- Contractor's insurance should be consistent with the requirements found in the sample agreement shown as Attachment A.

Submission Criteria

Please include the following in your proposal packet:

1. Letter of Interest (1,000 words or less) that includes:
 - Why this project is of interest
 - Populations served and how COVID-19 has disproportionately impacted your participants' ability to seek services, including a comparison of language and digital divide pre-COVID-19 and current
 - Description of technology equipment and/or services investment and how this will address current divide
 - Discussion of how funds will enhance current services offered to participants
 - Discussion of current staffing level for technical assistance and training

2. Proposed budget that includes equipment, supplies, administrative costs, and any other proposed expenses.

Minimum Qualifications

The City is prioritizing agencies who currently provide services on the Eastside to under resourced communities, including BIPOC, immigrants and refugees, limited English speakers, people living with disabilities, and low-income households.

Proposal Submittal Instructions

Please note: The following general requirements are mandatory for all proposals. Proposals submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted. Proposals must be received by no later than 5:00 p.m. PDT on February 1, 2022.

1. All proposals sent via e-mail must be in the form of a PDF or MS Word document and cannot exceed 20MB. **This is the required submission format.**
2. Emailed proposals should include, "Language and Digital Equity Grants 01-22-PCS" in the subject line and be addressed to purchasing@kirklandwa.gov .
3. All qualifications must include the legal name of the organization, firm, individual or partnership submitting the RFQ. Include the address of the principal place of business, mailing address, phone numbers, emails, fax number (if one exists) and primary contact person.
4. To be evaluated, a proposal must address all requirements and instructions contained within.
5. Provide all references and materials required by the RFP instructions within.
6. Letter of Interest must be 1,000 words or less.

Questions: Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to Jen Boone, Human Services Coordinator, at jboone@kirklandwa.gov by January 18, 2022. Questions regarding the RFP process should be addressed to Purchasing Staff, at purchasing@kirklandwa.gov.

Submittal Deadlines

The Department's schedule for review of the RFP submittals and final selection of the Contractor is as follows:

| | |
|----------------------|---|
| January 10, 2022 | RFP posted |
| January 18, 2022 | Deadline for questions: 5:00 p.m. |
| January 23, 2022 | Responses to questions posted |
| February 1, 2022 | Request for Proposal Submittals Deadline: 5:00 p.m. |
| February 2 - 8, 2022 | Evaluation Period – may include interviews |
| February 11, 2022 | Notification of Award |
| February 28, 2022 | Contract Execution |

Selection Criteria

The City will select based on the evaluation of the written proposals. The City may also conduct an interview process with scoring used to determine the selected proposer. The City may elect to interview some or all proposers. The City reserves the right to select based only on the evaluation of the written proposals. Written proposals and interviews will be evaluated based on the following criteria:

| | |
|--|---------------|
| Completeness of proposal submitted | 0 - 10 |
| Demonstrated ability to provide requested services | 0 - 40 |
| <u>Quality of proposed service</u> | <u>0 - 50</u> |
| Total | 100 |

Selection Process

A selection committee will review all proposals, select finalists and may conduct interviews prior to making the final selection of the consultant.

Prior to the commencement of work, the City and the selected consultant will meet to settle contract details. A notice to the consultant of the City’s award will constitute notice to proceed. The City is not responsible for any costs incurred by the consultant in the preparation of the proposal. Once submitted to the City, all proposals will become public information.

Contract

The Consultant and the City will execute an Agreement for Language and Digital Equity Grants (Attachment A).

Terms and Conditions

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. Proposers responding to this RFP must follow the procedures and requirements stated in the RFP document. Adherence to the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.
- C. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- D. The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.

- E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of the City's ARPA Grant Beneficiary Agreement is available for review (see Attachment A). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney's office.
- G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFP.
- H. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
- I. The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFP to the selected vendor. The City reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

Cooperative Purchasing

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, provided that the consultant agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.

Public Disclosure

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It

must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will decide predicated upon RCW 42.56.

DBE Participation

The City encourages DBE firms to submit qualifications and encourages all firms to team with DBE firms in their pursuit of this project.

Debarment

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

**City of Kirkland Coronavirus Local Fiscal Recovery Fund
Grant Beneficiary Agreement**

Grantee _____
Program Title _____
Grant Amount \$ _____
Agreement Period From: _____ To _____
DUNS No. (if applicable) _____ SAM No. (if applicable) _____

This Agreement is made by and between City of Kirkland, a municipal corporation (“the City”) and Grantee to set forth the terms and conditions under which the City will provide a grant to Grantee under the Program to be used for costs incurred during the Agreement Period.

1. Scope of Eligible Expenditures. Grant funds may only be used to pay or reimburse eligible expenditures as described in the “Federal Terms” (**Exhibit 1**), and as detailed in the “Scope of Work” (**Exhibit 2**). No grant funds may be used to pay or reimburse costs cannot be used for expenditures for which Grantee has received any other funding, whether state, federal or private in nature, for that same expense.

2. Grantee Responsibilities. Grantee understands and agrees that funds provided under this Agreement may only be used in compliance with section 603(c) of the Social Security Act (“the Act”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), the U.S. Department of Treasury’s (“Treasury’s”) regulations implementing that section, guidance issued by Treasury regarding the foregoing, and any other applicable federal provisions, including those described in the “Federal Terms” (**Exhibit 1**).

3. Grantee Certifications. Prior to any disbursement of funds authorized by this Agreement, Grantee shall provide the City with: Cost Certification (**Exhibit 3**), Civil Rights Certification Form (**Exhibit 4**), the Lobbying Certification Form (**Exhibit 5**) and, if applicable, the Lobbying Disclosure Form.

4. (if applicable) Request for Payment. Grantee shall submit a properly executed Payment Request Form (**Exhibit 6**) and Cost Certification (**Exhibit 3**) for the expenses therein as frequently as desired, but at a minimum no later than fifteen (15) working days after the close of each calendar quarter throughout the term of the Agreement.

5. Maintenance of and Access to Records. Grantee shall maintain all records and accounts with respect to all matters covered by this Agreement, including personnel, property, financial, and programmatic records and documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing. These records shall be maintained for a period of six (6) years after all funds have been expended or returned to the City, whichever is later, to ensure proper accounting for all funds and compliance with the Agreement. The City, the Treasury Office of Inspector General, and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Grantee acknowledges that records may be subject to disclosure under the Public Records Act, Ch. 42.56 RCW.

6. Publications. Any publications produced with funds from this Agreement must display the following language: “This project [is being][was] supported, in whole or in part, by federal award number SLFRP0152 awarded to City of Kirkland, Washington by the U.S. Department of the Treasury.”

7. Disclaimer by the City and United States. The United States has expressly disclaimed any and all responsibility or liability to the City or third persons for the actions of the City or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the award of Federal funds to the City under section 603(c) of the Act, or any contract or subcontract under such award. The City expressly disclaims any and all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of the Agreement, or any subcontract thereto. This Agreement does not in any way establish an agency relationship between or among the United States, the City, and/or Grantee.

8. False Statements. Grantee understands that making false statements or claims in connection with this Agreement may be a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal or City awards or contracts, and/or any other remedy available by law.

9. Debarment and Suspension Certification. Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with the City. Grantee, by signature to this Agreement, certifies that Grantee is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. Grantee also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. Grantee will notify the City if it, or a subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

10. Termination. Upon seven (7) days-notice, the City may terminate this agreement for convenience. Any unspent grant proceeds shall be immediately returned to the City.

11. Repayment of Funds; Recoupment. If Grantee has unspent grant proceeds on hand as of December 31, 2024, Grantee shall return all unspent grant proceeds to the City within ten (10) calendar days. If any funds provided to Grantee were used in a manner that is not consistent or allowable as outlined in this Agreement or in the Federal Terms, Grantee shall return funds to City in the amount determined to be ineligible. Grantee further agrees that it is financially responsible for and will repay the City any and all indicated amounts following an audit exception which occurs due to Grantee's failure, for any reason, to comply with the terms of this Agreement. This duty to repay the City shall not be diminished or extinguished by the termination of the Agreement.

12. Conflict of Interest. Grantee designees, agents, members, officers, employees, consultants, and any other public official who exercises or who has exercised any functions or responsibilities with respect to the Program during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Program, are barred from any interest, direct or indirect, in any grant or proceeds of the Program, or benefit there from, which is part of this Agreement at any time during or after such person's tenure.

13. Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for City of Kirkland, Washington, or the U.S. District Court for the Western District of Washington.

14. Indemnification. To the maximum extent permitted by law, Grantee shall, at its cost and expense, protect, defend, indemnify, and hold harmless the City, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Grantee, its directors, officers, employees, or agents, relating in any way to Grantee's performance or non-performance under the Agreement. Grantee agrees that its obligations under this paragraph extend to any demands, liabilities, causes of action, or claims brought by, or on behalf of, any of its employees or agents. For this purpose, Grantee, by mutual negotiation, hereby

waives, as respects the City only, any immunity that would otherwise be available against such claims under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. These indemnification obligations shall survive the termination of the Agreement.

15. Insurance. Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain without interruption for the duration of this Contract, insurance as specified in this Section.

By requiring such minimum insurance coverage, the City shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

a. Minimum Scope and Limits of Insurance

The Contractor shall maintain insurance as follows:

- i. General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01, including Products and Completed Operations, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract.
 1. General liability limits shall be no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
- ii. Professional Liability, Errors and Omissions is required if appropriate to the Contractor's profession.
 1. Professional liability insurance may be written on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.
 2. If applicable, professional liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- iii. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01, current edition, Symbol 1, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 1. Automobile liability limits shall be no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

- iv. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, or as required by statutory requirements of the state of Contractor's residency.

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

b. Other Insurance Provisions and Requirements

- i. The liability insurance coverage(s) required in this Contract (except Workers' Compensation and Professional Liability) are to contain, or be endorsed to contain the following provisions:

- 1. The City, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. The City requires this Endorsement to complete the Contract.
- 2. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

- ii. The following requirements apply to all insurance coverage(s) required in this Contract:

- 1. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- 2. Any deductibles or self-insured retentions must be declared to, and approved by, the City. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the City and shall be the sole responsibility of the Contractor.
- 3. Except for failure to pay, coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after thirty (30) days' prior written notice has been given to the City.
- 4. The Contractor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

- iii. Except for Professional Liability coverage, insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII, or, if not rated with Best, with minimum surpluses the equivalent of Bests' surplus size VII. Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+. Any exception must be approved by the City.

c. Verification of Coverage

- i. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the services.
- ii. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

d. Failure to Maintain Insurance

- i. If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the City, promptly obtain a new policy and shall submit the same to the City, with the appropriate certificates and endorsements, for approval.
- ii. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of agreement, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

CITY OF KIRKLAND

GRANTEE

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Exhibits

- 1 – Federal Terms
- 2 – Scope of Work
- 3 – Cost Certification
- 4 – Civil Rights Certification Form
- 5 – Lobbying Certification Form
- 6 – Payment Request Form

**City of Kirkland Coronavirus Local Fiscal Recovery Fund
Grant Agreement – Exhibit 1
FEDERAL TERMS**

In case of conflict between these Federal Terms and the Agreement, the following order of priority shall be utilized: (1) Federal Terms, and (2) Agreement.

1. Contractor understands and agrees that funds provided under this Agreement may come from a federal source and agrees to comply with any and all additional applicable terms.
 - A. Contractor Capacity. Contractor agrees and confirms that it has the institutional, managerial and financial capacity to ensure proper planning, management and completion of the work detailed in the Scope of Work (Exhibit 2).
 - B. Technical Assistance. If, at any time, Contractor believes its capacity is compromised or Contractor otherwise needs any sort of assistance, it shall immediately notify the City. The City will make best efforts to provide timely technical assistance to Contractor to bring Contractor into compliance.
 - C. Compliance with Act. Contractor understands and agrees that funds provided under the Agreement may only be used in compliance with section 603(c) of the Social Security Act (the “Act”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), the U.S. Department of Treasury’s (“Treasury’s”) regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - D. Definitions. The term “Contractor” shall refer to an individual or entity who receives funds from the City, but shall not include a “Subrecipient,” as defined in 2 C.F.R. 200.1 and as determined in the City’s sole discretion.

2. Agreement Requirements and Incorporated Exhibits.

Contractor shall meet the requirements included in the Agreement and in the following attached exhibits, each of which is incorporated into the Agreement by reference:

| EXHIBIT NAME | NUMBER |
|---------------------------------|-----------|
| Federal Terms | Exhibit 1 |
| Scope of Work | Exhibit 2 |
| Cost Certification | Exhibit 3 |
| Civil Rights Certification Form | Exhibit 4 |
| Lobbying Certification Form | Exhibit 5 |

- A. Scope of Eligible Expenditures. Funds paid under this Agreement may only be used to pay or reimburse eligible expenditures as described in the Agreement, these Federal Terms (Exhibit 1), and the Scope of Work (Exhibit 2). No funds may be used to pay or reimburse costs or expenditures for which Contractor has received any other funding, whether local, state, federal, or private in nature, for that same costs or expense.
- B. Contractor Certifications. Prior to any disbursement of funds authorized by this Agreement, Contractor shall provide the City with: Cost Certification (Exhibit 3), Civil Rights Certification Form (Exhibit 4), and the Lobbying Certification Form (Exhibit 5). If lobbying activity occurs, Contractor shall promptly notify the City and complete any paperwork required by the City related to the activity.

- C. Reports. Contractor shall provide the City with additional information and documentation upon request, including completing any reports deemed necessary for the City to comply with documentation, reporting, or audit requirements.

3. Maintenance of Records.

- A. Contractor shall maintain all records and financial documents sufficient to evidence compliance with section 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. These records shall be maintained as provided in subsection iii, to ensure proper accounting for all funds and compliance with the Contract.
- B. The Contractor shall maintain until December 2031 all accounts and records, including personnel, property, financial, and programmatic records, and other such records the City may deem necessary to ensure proper accounting and compliance with this Contract. If, after December 2029, Contractor determines that maintaining such records is burdensome, the Contractor may contact the City to request a determination whether such records retention is still mandated by federal requirements.

4. Access to Records. In addition to any access detailed in the Agreement, the following shall also have access to records: the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations.

5. Uniform Guidance Compliance.

- A. Remedial Actions. In the event of Contractor's noncompliance with section 603(c) of the Act, Treasury's regulations implementing that section, guidance issued by Treasury regarding the foregoing, or any other applicable federal laws or regulations, Treasury may take available remedial actions as set forth in 2 C.F.R. 200.339.

- B. Recoupment.

- 1. Contractor agrees that it is financially responsible for and will repay the City any and all indicated amounts following an audit exception which occurs due to Contractor's failure, for any reason, to comply with the terms of the Agreement. This duty to repay the City shall not be diminished or extinguished by the termination of the Agreement.
- 2. In the event of a violation of section 603(c) of the Act, the funds shall be subject to recoupment by the City.
- 3. Any funds paid to Contractor (1) in excess of the amount to which Contractor is authorized to retain under the terms of the Agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; (3) are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act; or (4) are otherwise subject to recoupment by the City, and have not been repaid by Contractor to the City shall constitute a debt to the City.
- 4. Any debts determined to be owed the City must be paid promptly by Contractor. A debt is delinquent if it has not been paid by the date specified in the City's initial written demand for payment, unless other satisfactory arrangements have been made or if the City knowingly or improperly retains funds that are a debt. The City will take any actions available to it to collect such a debt.

- C. Return of Unused Funds. If Contractor has any unspent funds on hand as of the earlier of December 31, 2024, or the termination of this Agreement, Contractor shall return all unspent funds to the City within ten (10) calendar days.

6. False Statements. Contractor understands that making false statements or claims in connection with this Agreement may be a violation of federal law and may result in criminal, civil, or administrative sanctions,

including fines, imprisonment, civil damages and penalties, debarment from participating in federal or City awards or contracts, and/or any other remedy available by law.

7. Conflict of Interest.

- A. Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Contractor and subrecipients must disclose to the City in writing any potential conflict of interest affecting the awarded funds, in accordance with 2 C.F.R. § 200.112.
- B. The Contractor agrees that it will not willfully attempt to secure preferential treatment in its dealings with the City by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any city official or employee.
- C. Failure to comply with such requirements shall be a material breach of this contract and may result in termination of this Contract and subject the Contractor to the remedies stated in this Contract or otherwise available to the City at law or in equity.

8. Disclaimer.

- A. The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this Agreement or any contract or subcontract under the federal grant.
- B. The acceptance of this payment or funding by Contractor does not in any way establish an agency relationship between the United States and Contractor.

9. Protection for Whistleblowers.

- A. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- B. The list of persons and entities referenced in the paragraph above includes the following:
 - 1. A member of Congress or a representative of a committee of Congress;
 - 2. An Inspector General;
 - 3. The Government Accountability Office;
 - 4. A Treasury employee responsible for contract or grant oversight or management;
 - 5. An authorized official of the Department of Justice or other law enforcement agency;
 - 6. A court or grand jury; or
 - 7. A management official or other employee of Contractor, contractor, subcontractor, of the City who has the responsibility to investigate, discover, or address misconduct.
- C. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
11. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.
12. **Applicable Laws.**
 - A. The Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
 - B. Contractor agrees to comply with the requirements of section 603 of the Act, the Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal laws, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Agreement.
 - C. Federal regulations applicable to this Agreement may include, without limitation, the following:
 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, including the following:
 - a. Subpart A, Acronyms and Definitions;
 - b. Subpart B, General Provisions;
 - c. Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - d. Subpart D, Post-Federal Award Requirements;
 - e. Subpart E, Cost Principles; and
 - f. Subpart F, Audit Requirements.
 2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 5. Contractor Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 9. Generally applicable federal environmental laws and regulations.

- C. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's Implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - 2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - 5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- D. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of federal employees, as well as certain other employees who work in connection with federally funded programs.
- E. Contractor agrees to comply with the Prohibition on Providing Funds to the Enemy (2 C.F.R. 183).

13. Debarment and Suspension Certification.

- A. If this Agreement is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that the Contractor, its principals (as defined at 49 CFR 29.995), or its affiliates (as defined at 49 CFR 29.905) are not federally excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. Debarment status may be verified at <https://www.sam.gov>.
- B. By signing and submitting this Contract, the Contractor certifies as follows:

None of the Contractor, its principals (as defined at 49 CFR 29.995), or its affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions. The certification in this clause is a material representation of fact relied upon by City of Kirkland. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to City of Kirkland, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

[CONTRACTOR/SUBRECIPIENT NAME]

Signature

Name (Please type or print)

Date

City of Kirkland Coronavirus Local Fiscal Recovery Fund
Grant Agreement – Exhibit 2
SCOPE OF WORK

Project: Language and Digital Equity Grants

Agency:

Agency Point of Contact:

Project Description:

COVID-19 has further exposed the digital divide that under resourced communities experience when seeking services for housing, food, education, and health care. Many communities, including low-income, BIPOC, people living with disabilities, and limited English speakers do not have the ability to invest in digital tools that help meet their basic needs by way of accessing community services.

Simultaneously, COVID-19 has required organizations who support communities with the highest barriers to offer services in a new way. Services that traditionally relied on in-person programs have had to move to a hybrid model, impacting how agencies address client needs and the resources necessary to do it. Building an additional infrastructure to sustain a hybrid model of service delivery poses a financial challenge for agencies already constrained with higher costs and demand of services as a result of COVID-19.

The City can support the most vulnerable communities through investment in digital infrastructure, improving equitable access and outcomes for our BIPOC, low-income, limited English speaking populations on the Eastside, while improving the sustainability of the hybrid model beyond the pandemic.

This project consists of a grant paid to the Agency to invest in sustainable digital infrastructure, improving equitable access and outcomes for the BIPOC, low-income, limited English speaking populations on the Eastside.

Desired outcomes of the program are:

- Increased access to services
- Increased capability and sustainability of human service delivery

Project Administration:

Agency Deliverables and Activities

- Provide current services to under resourced communities, including but not limited to: BIPOC, people living with disabilities, limited English speakers, immigrant and refugee communities, and low-income households
- Offer a hybrid model of services that support basic human need services to residents on the Eastside
- Have an in-depth understanding of Eastside need and identifiable gaps within the digital divide of the communities they serve
- Collect and provide data that will assist the City to evaluate the success of technology infrastructure investment
- Provide recommendations for future funding within this scope of service
- Submit final report with a summary of digital infrastructure investment and discussion of how it addresses the digital divide of clients served
- Retain all documents and materials detailed above for six years following the date of final payment
- Submit final invoice to the City of Kirkland

City Deliverables and Activities

- Process invoice from Agency

**City of Kirkland Coronavirus Local Fiscal Recovery Fund
Grant Agreement – Exhibit 3
COST CERTIFICATION**

I certify that:

1. I have authority and approval from the governing body on behalf of _____ (“Grantee”) to accept proceeds from City of Kirkland (the “City”) per the Agreement by and between the City and Grantee from the City’s allocation of the Coronavirus Local Fiscal Recovery Fund (“CLFR”) as created by the American Rescue Plan Act of 2021, Section 9901 (“ARPA”) for eligible expenditures included on the corresponding invoice voucher for report period March 3, 2021 through December 31, 2024.
2. I understand that as additional federal guidance becomes available, an amendment to the Contract between the City and Grantee may become necessary and agree to execute necessary amendments.
3. I understand the City will rely on this certification as a material representation in processing reimbursements or payment requests.
4. I understand the Grantee receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to the City upon request and may be subject to audit by the State Auditor.
5. **I understand any funds provided pursuant to this certification cannot be used for expenditures for which Grantee has received any other funding whether state, federal or private in nature, for that same expense.**

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

Printed Name

Signature

Title

Date

City of Kirkland Coronavirus Local Fiscal Recovery Fund
Grant Agreement – Exhibit 4
CIVIL RIGHTS CERTIFICATION

The funds provided to the entity named below (hereinafter referred to as the “Grantee”) are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.

Grantee understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through City of Kirkland, Grantee provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to Grantee, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of Grantee’s program(s) and activity(ies), so long as any portion of Grantee’s program(s) or activity(ies) is federally assisted in the manner prescribed above

Grantee certifies the following:

1. Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Grantee acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee’s programs, services, and activities.
3. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and its successors, transferees, and assignees for the period in which such assistance is provided.

5. Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.
7. Grantee shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Grantee shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Grantee also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.
9. Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

I hereby certify that I have read and understood the obligations described above, that Grantee is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

Printed Name

Signature

Title

Date

**City of Kirkland Coronavirus Local Fiscal Recovery Fund
Grant Agreement – Exhibit 5
LOBBYING CERTIFICATION**

The undersigned certifies, to the best of the undersigned’s knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions, as attached.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

Printed Name

Signature

Title

Date