

CONTRACT FOR SERVICES

BETWEEN THE

Washington Traffic Safety Commission

AND

The Montana Institute

**WEMS Vendor Contract 2022-Vendor Contract-4405-Transforming Traffic Safety Culture with PCN
- Training and TA**

THIS CONTRACT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and The Montana Institute, LLC, hereinafter referred to as “CONTRACTOR.”

CONTRACTOR contact info:

Name: Jeff Linkenbach
Address: PO BOX 5015, Bozeman, MT, 59717
Email: jeff@montanainstitute.com
EIN#: 35-2362120

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. THE PURPOSE OF THIS CONTRACT

The purpose of this Contract is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) #20.600 for work to be accomplished under traffic safety grant project 2022-Vendor Contract-4405-Transforming Traffic Safety Culture with PCN - Training and TA.

2. PERIOD OF PERFORMANCE

The period of performance of this Contract shall commence upon the date of execution by both Parties or July 28, 2021, whichever is later, and remain in effect until September 30, 2022, unless terminated sooner, as provided herein. The contract may be extended through four additional one-year extensions not exceeding \$100,000 per extension. Unspent funding will not be carried forward into successive contract extensions. Prior to the end of each contract period of performance, the Agency and Contractor will review past performance and spending. The Contractor will submit a proposed spending and activity plan for each period of performance. Each contract extension will be made after the Agency’s approval of this plan and the

availability of funding. The contract will not be extended beyond September 30, 2026.

3. STATEMENT OF WORK

The CONTRACTOR shall carry out the provisions of the Contract described here as the Statement of Work (SOW):

3.1 SCOPE OF WORK

- Strategy 1: Develop a 5-year plan for implementing Science of the Positive/Positive Community Norms pilot project with up to 5 local project sites. The initial primary focus of this project is increasing use of vehicle occupant protection (seatbelts and child seats).
 - Objective 1-1: Develop implementation and sequence timeline for project (with greater detail required for first three years of the plan).
 - Objective 1-2: Develop training plan for pilot teams
 - Reportable 1-1: Implementation plan developed by November 30, 2021.
 - Reportable 1-2: Training plan developed by January 31, 2022.

- Strategy 2: Identify what constitutes core criteria for choosing implementation sites.
 - Objective 2-1: Review available data and research to determine core criteria to be used for project site selection.
 - Reportable 2-1: List of core criteria by November 30, 2021.

- Strategy 3: Provide guidance in developing data collection processes and tools for use by each project team as well as by the WTSC.
 - Objective 3-1: Review currently available data and identify data gaps.
 - Objective 3-2: Develop a survey template to be implemented by WTSC in pilot project locations.
 - Objective 3-3: Describe recommended survey implementation process so that at a minimum, county-level data, that is appropriate for designing county-level interventions can be developed for use by pilot projects.
 - Reportable 3-1: Review currently available data and identify data gaps by November 30, 2021.
 - Reportable 3-2: Develop survey questions and implementation protocol that support this project by January 31, 2022.
 - Reportable 3-3: Yes/No – Work with a WTSC selected communication contractor to implement the survey by February 28, 2022.

- Strategy 4: Implement the training and technical assistance plans for local project teams, and Target Zero Managers and WTSC staff if appropriate.
 - Objective 4-1: Launch initial training (described in implementation plan from Strategy 1) for project teams.
 - Objective 4-2: Launch the first phase of the training plan, emphasizing ongoing technical assistance and consultation with WTSC Program Manager and project teams.
 - Objective 4-3: Consult with WTSC staff and Target Zero Managers on how to integrate the trainings and learnings from this project into their own projects.
 - Reportable 4-1: Initial training provided by March 31, 2022.

- Reportable 4-2: Advisory calls/meetings conducted with WTSC Program Manager and project teams (frequency to be determined in conversation with project teams). First meeting with WTSC Program Manager started by July 31, 2021.
- Strategy 5: Engage in the process of reflection and strategic planning for each future year of the project.
 - Objective 5-1: Conduct a strategic review the project with WTSC Program Manager to identify priorities and proposed budget for the next federal fiscal year.
 - Reportable 5-1: Provide a summary of the proposed budget and priorities for the upcoming fiscal year to the WTSC Program Manager by August 30, 2022.

3.2 MILESTONES, DELIVERABLES, AND PERFORMANCE MEASURES

The CONTRACTOR shall meet the reportables as set forth in this section.

Description	Completed by Date
Five-year implementation plan for project developed.	11/30/2021
Training plan for project developed.	1/31/2022
Provide a list of core criteria for selecting pilot project sites and local leads.	11/30/2021
Review currently available data and identify data gaps.	11/30/2021
Develop survey questions and implementation protocol that support this project.	1/31/2022
Initial training provided to pilot project teams.	03/31/2022
Advisory calls/meetings conducted with WTSC Program Manager and project teams (frequency to be determined in conversation with project teams). First meeting with WTSC Program Manager started by October 1, 2021.	09/30/2022
Provide a summary of the proposed budget, priorities and operational plan for the upcoming fiscal year to the WTSC Program Manager for review and approval.	08/30/2022
Provide a breakdown of expenses incurred in first period of contract, from the starting date through September 30, 2021.	10/31/2021

3.3 COMPENSATION

3.3.1 The cost of accomplishing the work described in the SOW will not exceed \$150,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless pre-approved and the Parties mutually agree to a higher amount in a written Amendment to this Contract executed by both Parties.

The agency has budgeted an amount for the first period of this contract not to exceed ONE HUNDRED FIFTY THOUSAND Dollars (\$150,000). The maximum possible funding amount for this contract is FIVE HUNDRED-FIFTY THOUSAND Dollars (\$550,000), pending extensions each year.

The maximum budget for this contract is as follows:

Initial Contract:

Contract start – September 30, 2021: not to exceed \$50,000

October 1, 2021 – September 30, 2022: not to exceed \$100,000

Optional Extensions:

October 1, 2022 – September 30, 2023: not to exceed \$100,000

October 1, 2023 – September 30, 2024: not to exceed \$100,000

October 1, 2024 – September 30, 2025: not to exceed \$100,000

October 1, 2025 – September 30, 2026: not to exceed \$100,000

Any contract awarded as a result of this procurement is contingent upon the availability of funding and positive past and ongoing performance. The Agency reserves the right to increase or decrease funding amounts per year.

3.3.2 WTSC will only reimburse the CONTRACTOR for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The CONTRACTOR must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required. WTSC will reimburse travel related expenses consistent with state travel rates and policies (SAAM Chapter 10).

3.3.3 The CONTRACTOR must submit a travel authorization form (A-40) to request approval for any travel not defined in the scope of work and for all travel outside of the continental United States. State travel policies (SAAM Chapter 10) would apply.

3.3.4. If WTSC makes travel arrangements on behalf of the CONTRACTOR, state travel policies must be followed. See Washington State Administrative & Accounting Manual (SAAM) Chapter 10, which can be obtained at this website: <https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm>. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860.

3.4 SUMMARY OF CONTRACT COSTS

The costs for the work under the SOW to be provided by the CONTRACTOR or CONTRACTOR’S SUB-CONTRACTOR are as follows:

SUMMARY OF COSTS	AMOUNT
Employee salaries and benefits:	\$0
Travel (includes in-state and out-of-state travel):	\$0
Contract Services (usually involves a 3rd party service provider):	\$150,000
Equipment (listed in the table below):	\$0
Goods or other expenses (examples: office/printing supplies, postage, software, conference registration fees):	\$0
Indirect Costs	\$0
TOTAL:	\$150,000

WTSC shall be billed by the Contractor according to the schedule below when all, or a portion of, these deliverables are completed:

Develop project implementation plan based on best practices for implementing the Science of the Positive and Positive Community Norms Frameworks. This will include numerous virtual meetings with the project's WTSC Program Manager to identify WTSC's intentions and hopes for this project. Estimated cost of this activity: \$24,000.

Support the identification and recruitment of local project sites for a Positive Community Norms-based traffic safety intervention. This will include identifying core criteria for project site identification. It also includes data review and analysis, and meeting with WTSC stakeholders to identify ideal project site locations/grantees. Estimated cost of this activity: \$20,000.

Review currently available data and identify data gaps using the Science of the Positive and the Positive Community Norms Frameworks. This work may also include meeting with WTSC representatives to identify what data is already available and what data gaps are present and identifying other research or data sources that could be useful for project teams. Estimated cost of this activity: \$20,000.

Provide guidance in developing survey questions, implementation protocol, local data collection processes and tools for project teams based on the Science of the Positive and Positive Community Norms best practices. This may include Science of the Positive and Positive Community Norms-based perceptual match questions and survey templates. Estimated cost of this activity: \$24,000.

Provide two-day Science of the Positive and Positive Community Norms workshop for project team. This training should be planned with the focus on the local project teams but can include time that is open to others (such as WTSC staff or Target Zero Managers). The expenses in this activity include costs associated with planning, travel, and training space (if in person), and conducting the training. Estimated cost of this activity: \$25,000.

Implement Science of the Positive and Positive Community Norms training plan with pilot teams to help them apply the SOTP and PCN frameworks with fidelity. Training plan will include technical advisory calls with pilot teams at varying frequency throughout the period of performance. Estimated cost of this activity: \$32,000.

Complete a Science of the Positive and Positive Community Norms-based reflection of the first year of this project. This reflection should include, but isn't limited to:

- A brief review of the planning process and identify successes and challenges.
- An update to the project timeline
- A proposed plan and budget for the upcoming federal fiscal year.

Estimated cost of this activity: \$5,000.

4. DEFINITIONS:

4.1 As used throughout this Contract, the following terms shall have the meaning set forth below:

4.1.1. "WTSC" shall mean the Washington Traffic Safety Commission of the state of Washington, any

division, section, office, unit, or other entity of the WTSC, or any of the officers or other officials lawfully representing that WTSC.

4.1.2. "AGENT" shall mean the WTSC Director and/or the delegate authorized in writing to act on the Director's behalf.

4.1.3. "CONTRACTOR" shall mean the firm, provider, organization, individual, or other entity performing services under this Contract, and shall include all employees of the CONTRACTOR.

4.1.4. "SUB-CONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this Contract or under a separate Contract with the CONTRACTOR. The terms "SUB-CONTRACTOR" and "SUB-CONTRACTORS" means SUB-CONTRACTOR in any tier.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

5. ACTIVITY REPORTS

The CONTRACTOR will submit reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The CONTRACTOR will include copies of publications, training reports, and any statistical data generated in project execution in the reports. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

6. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by the WTSC.

7. AGREEMENT ALTERATIONS AND AMENDMENTS

This Contract may be amended by mutual agreement of the Parties in the form of a written Amendment to this Contract. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties.

8. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the Parties hereto.

9. ASSIGNMENT

The CONTRACTOR may not assign the work to be provided under this Contract, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The CONTRACTOR shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Contract include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Contract in sections 35 through 43.

10. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Contract terms, each Party agrees to bear its own attorney fees and costs.

11. BILLING PROCEDURE

The CONTRACTOR shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Contract, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Contract. All invoices for goods received or services performed on or prior to June 30 must be received by WTSC no later than August 10 of that same year. All invoices for goods received or services performed between July 1 and September 30 must be received by WTSC no later than November 15 of that same year. WTSC reserves the right to delay the processing of invoices until the activity reports required by Section 5 are received and approved.

12. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract, except with prior written consent of the WTSC, or as may be required by law.

13. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Contract or to obtain approval of any application for federal financial assistance for this Contract. The WTSC shall have the right, in the event of breach of this section by the CONTRACTOR, to annul this Contract without liability.

14. DISPUTES

14.1. Except as otherwise provided in this Contract, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, either Party may request a dispute review by the AGENT.

14.2. The request for a dispute review ("Requestor's Statement") must:

14.2.1. Be in writing.

14.2.2. State the disputed issue(s).

14.2.3. State the relative positions of the requester's Party.

14.2.4. State the Designated Contact's name, address, and telephone number.

14.2.5. Be submitted by mail or electronic correspondence (email) to the AGENT and the other Party's Designated Contact within three working days after the Parties agree that they cannot resolve the dispute.

14.3. Within five working days after receipt of the Requestor's Statement, the other Party's Designated Contact shall send a written response to the Requestor's Statement to both the AGENT and the requester.

14.4. The AGENT shall review the written statements and provide a resolution reply in writing to both Parties within 10 working days after receiving the second Party's written response. The AGENT may extend

this period if necessary to allow more time for review or to collect more information from the Parties by notifying both Parties.

14.5. The Parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

14.6. Nothing in this Contract shall be construed to limit the Parties' choice of a mutually-acceptable alternate dispute resolution method in addition to or in lieu of the dispute resolution procedure outlined above.

14.7 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington

15. GOVERNANCE

15.1. This Contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Contract shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Contract

15.2.3. Any Amendment executed under this Contract

15.2.4. Any SOW executed under this Contract

15.2.5. Any other provisions of the Contract, including materials incorporated by reference

16. INDEMNIFICATION

16.1. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Contract and/or the CONTRACTOR'S performance or failure to perform any aspect of the Contract. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the CONTRACTOR, its officers, employees, agents, and subcontractors. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR, its officers, employees, agents, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, its officers, employees, agents, or subcontractors.

16.2. The CONTRACTOR agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this

agreement. For this purpose, the CONTRACTOR, by mutual negotiation, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

16.3. The indemnification and hold harmless provision shall survive termination of this Contract.

17. INDEPENDENT CAPACITY

The Parties intend that an independent contractor relationship will be created by this Contract. The CONTRACTOR and his or her employees or agents performing under this Contract are not employees or agents of the WTSC. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the WTSC or of the state of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege, or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

18. INSURANCE COVERAGE

18.1. The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

18.2. If the CONTRACTOR is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Contract, the CONTRACTOR shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the CONTRACTOR and WTSC from risks associated with executing the SOW associated with this Contract.

19. LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for the performance of this Contract. The CONTRACTOR shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Contract.

20. OVERPAYMENTS AND ASSERTION OF LIEN

In the event that the WTSC determines that overpayments or erroneous payments were made to the CONTRACTOR under this Contract, the WTSC may secure repayment plus interest, if any, through the filing of a lien against the CONTRACTOR's real property or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to the WTSC, or by doing both.

21. PRIVACY

21.1. Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification, or loss. CONTRACTOR shall ensure its directors, officers, employees, sub-contractors, or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR agrees not to, and will ensure that its sub-contractor's do not, release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of the WTSC, or as otherwise required by law, including as required under RCW 42.56 Public Records Act.

21.2. Any breach of this section may result in termination of the Contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the WTSC for any damages related to the CONTRACTOR'S unauthorized use of personal information.

22. PUBLICITY

The CONTRACTOR agrees to submit to the WTSC all advertising and publicity matters relating to this Contract wherein the WTSC's name is mentioned or language used from which the connection of the WTSC'S name may, in the WTSC'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the WTSC.

23. RECORDS MAINTENANCE

23.1. During the term of this Contract and for six years thereafter, the CONTRACTOR shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Contract will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

23.2. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

24. RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract. The CONTRACTOR shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The CONTRACTOR shall upon request make available to the WTSC and the U.S. Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Contract.

25. RIGHTS IN DATA

25.1. WTSC and CONTRACTOR agree that all data and work products (collectively called "Work Product") pursuant to this Contract shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

25.2. If for any reason the Work Product would not be considered a work made for hire under applicable

law, the CONTRACTOR assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

25.3. For Work Product delivered under the Contract that incorporates pre-existing materials not produced under the Contract, CONTRACTOR hereby grants to the WTSC a nonexclusive, royalty-free, irrevocable license in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, publicly display, sub-license to others, and otherwise use such materials. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the WTSC. The WTSC shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

25.4. The CONTRACTOR shall provide WTSC prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any Work product delivered under this Contract.

25.5. The CONTRACTOR may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications, including written, visual, or sound, contain acknowledgment of the support provided by NHTSA and the WTSC. The CONTRACTOR shall disclose any discovery or invention derived from work performed under this project within a reasonable time after it is made to the WTSC, who will determine through NHTSA whether NHTSA or WTSC will seek patent protections pursuant to Title 35 USC, how any rights will be administered, and other actions required to protect the public interest.

26. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to completion of the SOW under this Contract, the WTSC may terminate the Contract under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Contract is then subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

27. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

28. SITE SECURITY

While on WTSC premises, the CONTRACTOR, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies or applicable regulations.

29. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

30. TERMINATION FOR CAUSE

If the CONTRACTOR does not fulfill in a timely and proper manner its obligations under this Contract or violates any of these terms and conditions, the WTSC will give the CONTRACTOR written notice of such failure or violation, and may terminate this Contract immediately. At the WTSC's discretion, the CONTRACTOR may be given 15 days to correct the violation or failure. In the event that the CONTRACTOR is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Contract may be terminated at the end of that period by written notice of the WTSC.

31. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, either Party may terminate this Contract, without cause or reason, with 30 days written notice to the other Party. If this Contract is so terminated, the WTSC shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

32. TERMINATION PROCEDURES

32.1. Upon termination of this Contract, the WTSC, in addition to any other rights provided in this Contract, may require the CONTRACTOR to deliver to the WTSC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "TREATMENT OF ASSETS" clause shall apply in such property transfer.

32.2. The WTSC shall pay the CONTRACTOR the agreed-upon price, if separately stated, for completed work and services accepted by the WTSC, and the amount agreed upon by the CONTRACTOR and the WTSC for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, if appropriate, (iii) other property or services that are accepted by the WTSC, and (iv) the protection and preservation of property, unless the termination is for default or for cause, in which case the AGENT shall determine the extent of the liability of the WTSC. Failure to agree with such determination shall be a dispute within the meaning of the "DISPUTES" clause of this Contract. The WTSC may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the WTSC against potential loss or liability.

32.3. The rights and remedies of the WTSC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract, including and not limited to consequential and incidental damages.

32.4. After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

32.4.1. Stop work under the Contract on the date, and to the extent specified, in the notice.

32.4.2. Place no further orders or sub-contracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated.

32.4.3. Assign to the WTSC, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and sub-contracts so terminated, in which

case the WTSC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts.

32.4.4. Resolve all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause.

32.4.5. Transfer title to the WTSC and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the Contract had been completed, would have been required to be furnished to the WTSC.

32.4.6. Complete performance of any such part of the work as shall not have been terminated by the AGENT.

32.4.7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the CONTRACTOR and in which the WTSC has or may acquire an interest.

33. TREATMENT OF ASSETS

33.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the CONTRACTOR for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this Contract shall pass to and vest in the WTSC upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this Contract, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

33.2. Any property of the WTSC furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Contract.

33.3. The CONTRACTOR shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.

33.4. If any WTSC property is lost, destroyed, or damaged, the CONTRACTOR shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

33.5. The CONTRACTOR shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Contract.

33.6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR's employees, agents, or sub-contractors.

34. WAIVER

A failure by either Party to exercise its rights under this Contract shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 CFR PART 1300 APPENDIX A):

35. BUY AMERICA ACT

The CONTRACTOR will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the CONTRACTOR to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

36. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

36.1. By signing this Contract, the CONTRACTOR (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

36.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

36.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

36.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

36.5. The lower tier participant agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

36.6. The lower tier participant further agrees by signing this Contract that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

36.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

36.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

36.9. Except for transactions authorized under paragraph 36.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

36.10. The lower tier participant certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

36.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Contract.

37. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

37.1. The CONTRACTOR shall:

37.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

37.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the CONTRACTOR'S policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

37.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 37.1.1. of this section.

37.1.4. Notify the employee in the statement required by paragraph 37.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer

of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

37.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 37.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

37.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

38. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the CONTRACTOR shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

39. FEDERAL LOBBYING

39.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

39.1.1. 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 any 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.

39.1.2. 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.

39.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

39.2. 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.

40. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

40.1. During the performance of this Contract, the CONTRACTOR agrees:

40.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

40.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

40.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, US DOT, or NHTSA.

40.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this Contract, the WTSC will have the right to impose such contract sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

40.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

41. POLITICAL ACTIVITY (HATCH ACT)

The CONTRACTOR will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

42. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The CONTRACTOR will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Contract does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

43. STATE LOBBYING

None of the funds under this Contract will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

44. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursements regarding this Contract:

The Contact for the CONTRACTOR is:	The Contact for WTSC is:
Jeff Linkenbach jeff@montanainstitute.com 406-581-2619	Jerry Noviello jnoviello@wtsc.wa.gov 360-725-9897

45. DESIGNATED CONTACTS

The undersigned acknowledge that they are authorized to execute this Contract and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

The Montana Institute

Signature

Printed Name

Title

Date

Washington Traffic Safety Commission

Signature

Printed Name

Title

Date