

STATE OF WASHINGTON

WASHINGTON TRAFFIC SAFETY COMMISSION

REQUEST FOR PROPOSALS (RFP)

RFP NO. WTSC 18-007

PROJECT TITLE: Washington State Law Enforcement Liaison

PROPOSAL DUE DATE:

August 22, 2018
5:00 pm *Pacific Daylight Time*
Olympia, Washington, USA

Only e-mailed bids will be accepted. Hard copy or faxed bids will not be accepted.

ESTIMATED PERIOD FOR CONTRACT: October 1, 2018 – September 30, 2020.

The Agency reserves the right to extend the contract for up to one year at the sole discretion of the Agency.

RESPONDER ELIGIBILITY: This procurement is open to those responders that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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1. INTRODUCTION

PURPOSE AND BACKGROUND

The Washington Traffic Safety Commission hereafter called "Agency," is initiating this Request for Proposals (RFP) to solicit proposals from qualified Contractors interested in the Statewide Law Enforcement Liaison (LEL) position.

Background:

Washington's Traffic Safety Commission leads statewide efforts and builds partnerships to save lives and prevent injuries on our roadways for the health, safety, and benefit of our communities. The Agency is a recognized national leader in traffic safety and developed a reputation for creating and implementing leading-edge strategies. Washington's Strategic Highway Safety Plan, called Target Zero, guides the Agency's work. The Target Zero Plan establishes the bold vision of eliminating traffic deaths and serious injuries by 2030. Effective traffic safety coordination at the local level is vital to these efforts. For more information about Target Zero, visit the website at [Target Zero - Washington State Strategic Highway Safety Plan](#)

The Statewide Law Enforcement Liaison will serve as important link to the law enforcement community in Washington and the Washington Traffic Safety Commission. The Statewide LEL will be accountable for promoting national and state priorities through the state's highway safety programs, encourage law enforcement officers and leaders to support the enforcement of traffic safety laws, particularly those dealing with impaired driving, occupant protection, and speed management. The purpose of the program is to enhance communications between LELs, ensure greater coordination of LEL activities statewide, create and support LEL training and guidance workshops to increase the knowledge and skills of LELs and provide technical assistance. The Statewide LEL program will endeavor to strengthen the work of a proven network of highway safety professionals with enhanced communications tools, updated training, sharing of best practices, exchanging information on new research, policies, and programs, and highlighting successes.

OBJECTIVES AND SCOPE OF WORK

OBJECTIVE

The person selected for this position is accountable for promoting and collaborate with Washington State law enforcement agencies to work on state and national traffic safety priorities. The Statewide LEL encourages and collaborates with law enforcement officers and leaders to actively support and enforce Washington State traffic safety laws in pursuit of the Target Zero vision. The position involves the following actions:

- Support evidence-based and innovative efforts to reduce motor vehicle crashes, fatalities, and serious injuries.
- Communicate and coordinate law enforcement traffic safety activities in collaboration with the Washington Traffic Safety Commission (WTSC) and other public safety organizations.
- Contribute to the development, enhancement and implementation of traffic safety programs and projects on the local and statewide level.
- Recruit law enforcement participation in traffic safety activities that enhance the success of achieving the Target Zero vision.

SCOPE OF WORK

1.1 KEY RESPONSIBILITIES

- 1.1.1 Manage, in coordination with the Agency, communication and activities related to county-level LELs
- 1.1.2 Promote and implement proven and innovative traffic safety countermeasures, and enforcement strategies

- 1.1.3 Consult with the Agency on existing programs such as, but not limited to the ongoing law enforcement (LE) officer projects in Grant and Spokane County's, LE Phlebotomy pilot projects and the ongoing review of the Drug Recognition Experts (DRE) program
- 1.1.4 Participate and engage in the Washington Traffic Safety Commission Culture study, SECTOR DUI project, social norming project, and other traffic safety related projects requested by the Agency
- 1.1.5 Support local traffic safety coordinators in planning and executing High Visibility Enforcement (HVE) campaigns and provide coordination during periods of local coordinator vacancy or turnover

1.2 TRAINING AND TECHNICAL ASSISTANCE

- 1.2.1 Assist in recruiting law enforcement participants for Traffic Safety Resources Prosecutor(s) TSRP training, webinars, Advanced Roadside Impaired Driving Enforcement (ARIDE), DRE, other related traffic safety trainings
- 1.2.2 Distribute resources to law enforcement officers related to traffic safety best practices
- 1.2.3 Participate in relevant meetings/conferences

1.3 COMMUNICATIONS

- 1.3.1 Ensure law enforcement officers have adequate understanding of strategies for HVE campaigns, including participation requirements, expected results, and related communications/media activities
- 1.3.2 Promote and support law enforcement recognition programs and activities
- 1.3.3 Provide oral presentations to key stakeholder groups, (WTSC Commissioners, Washington Impaired Driving Advisory Council (WIDAC), Washington Association of Sheriffs and Police Chiefs (WASPC) Traffic Safety Committee, etc.)
- 1.3.4 Participate in local, statewide, and national traffic safety events and activities requested by the Agency and/or partners
- 1.3.5 Contribute to the development of traffic safety messages for distribution through effective communications channels (e.g.: Listserv, newsletters, websites, social media accounts)
- 1.3.6 Act as a spokesperson to the media for traffic safety law enforcement activities
- 1.3.7 Publicize the traffic safety campaign calendar

1.4 NETWORKING

- 1.4.1 Develop and maintain communication with state TSRP and Judicial Outreach Liaison (JOL), Washington State Patrol (WSP) Impaired Driving Unit, WASPC Traffic Safety Committee Co-Chairs, and other related key stakeholders
- 1.4.2 Participate in National Law Enforcement Liaison Program (NLELP)
- 1.4.3 Organize and facilitate outreach meetings with law enforcement, local LELs, Target Zero Managers, and other partners
- 1.4.4 Attend meetings of law enforcement partner organizations

1.5 ADMINISTRATIVE

- 1.5.1 Coordinate weekly updates and monthly in-person meetings with the WTSC program manager regarding activities related to the Statewide LEL contract deliverables
- 1.5.2 Collect and analyze crash and enforcement data trends
- 1.5.3 Respond to various inquiries from Agency staff, partners, law enforcement, advocates, citizens, and the media

1.6 WORKING HOURS

- 1.6.1 This scope of work is anticipated to require a minimum of part time equivalency. The number of hours and specific times/days when work is to be performed will vary based on need, but it is expected that work hours will be performed on a somewhat even basis over the course of the year. Some specific hours will be dictated by meeting times and partner's work schedules. The Contractor must be flexible to attend these meetings and perform the work during the hours required. Other work may be done at the convenience of the Contractor.
- 1.6.2 Contractor should be available for office hours at the Agency on a weekly or bi weekly basis, when possible
- 1.6.3 Both the Contractor and Agency should agree upon a schedule of contract hours and time spent at the Agency.

1.7 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Licensed to do business in the state of Washington or provide a commitment that they will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor
- Associates degree or 4 years related law enforcement or equivalent management experience
- Exceptional oral and written communications skills
- Ability to travel in state/region
- Computer proficiency
- Possess a valid state driver's license

Desired qualifications include:

- Graduate from an accredited police academy
- Bachelor's degree from an accredited college/university
- Possess general knowledge of traffic safety training and programs
- Prior law enforcement supervisory, administrative, and/or command level position and experience
- Understanding of traffic safety data, trends and analysis
- Project management, administrative process and procedure, and management abilities

1.10 FUNDING

The Agency has budgeted an amount not to exceed \$140,000.00 (One Hundred and Forty Thousand Dollars) for this project. Proposals in excess of \$140,000.00 (One Hundred and Forty Thousand Dollars) will be considered non-responsive and will not be evaluated.

Travel costs associated with meetings and conferences will be billed directly to the WTSC outside the contract amount. An A19 reimbursement form and A20 travel voucher, along with a billable hour's log, will be required for reimbursement. When possible, we expect the Statewide LEL to utilize meeting resources like webinars and conference calls. State per diem rules and travel policies apply to all travel reimbursement.

Any contract awarded or travel costs as a result of this procurement are contingent upon the availability of funding.

1.11 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is scheduled to begin on October 1, 2018 and end on September 30, 2020. Amendments extending the period of performance, if any, shall be at the sole discretion of the Agency.

The Agency reserves the right to extend the contract for one twelve-month period.

CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington (RCW). Responders should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

DEFINITIONS

Definitions for the purposes of this RFP include:

Agency – The Washington Traffic Safety Commission (WTSC) is the agency of the state of Washington that is issuing this RFP.

Apparent Successful Contractor – The Responder selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Contractor – Individual or company whose proposal has been accepted by the Agency and is awarded a fully executed written contract.

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

RFP – Request for Proposals

Responder – Individual or company interested in the RFP and that may or does submit a proposal in order to attain a contract with the Agency.

AMERICANS WITH DISABILITIES ACT (ADA)

The Agency complies with the Americans with Disabilities Act (ADA). Responders may contact the RFP Coordinator to request this RFP in Braille, on tape, or in another format.

2. GENERAL INFORMATION FOR RESPONDER

RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the Agency for this procurement. All communication between the Responder and the Agency upon release of this RFP shall be with the RFP Coordinator, as follows:

Name	Edica Esqueda
E-Mail Address	eesqueda@wtsc.wa.gov
Mailing Address	PO Box 40944

Physical Address	621 8th Avenue SE, Suite 409, Olympia, WA 98501
Phone Number	(360) 725-9886

Any other communication will be considered unofficial and non-binding on the Agency. Responders are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Responder.

ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

ID	Task Name	Finish
1.	RFP Release Date (Interested parties will be encouraged to submit letters of interest. WTSC will send information about the agency and programs to all interested parties who submit a letter of interest.)	August 7, 2018
2.	Contractor Questions Due	August 14, 2018
3.	WTSC Posts Responses to Questions	August 14, 2018
4.	<i>Contractor Proposals Due</i>	August 22, 2018
5.	Contractor Response Certifications Due	August 24, 2018
6.	WTSC Evaluates Proposals	August 31, 2018
7.	WTSC conducts Oral Interviews (Selected parties may be asked to present about their knowledge, experience, and approach to the proposed project.)	September 4-7, 2018 (number of days depends on number of oral interviews)
8.	<i>WTSC announces Apparently Successful Contractor (ASC)</i>	September 10, 2018
9.	Debriefing Request Period	September 11-13, 2018
10.	Protest Filing Period (if applicable)	September 18-25, 2018
11.	WTSC Protest Review (if applicable)	September 24 – October 25, 2018
12.	WTSC negotiates contract with ASC	September 14-28, 2018
13.	Finalize and Award Contract	September 28, 2018
14.	<i>Projected Contract Start Date</i>	October 1, 2018

PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of the Agency. All proposals received shall remain confidential until the contract, if any, the Director of the Agency, or his Designee, and the apparent successful Contractor signs resulting from this RFP; thereafter, the proposals shall be deemed public records as defined in RCW Chapter 42.56.

Any information in the proposal that the Responder desires to claim as proprietary and exempt from disclosure under the provisions of RCW Chapter 42.56, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Responder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right-hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Responder has marked as "Proprietary Information," the Agency will notify the Responder of the request and of the date that the records will be released to the requester unless the Responder obtains a court order enjoining that disclosure. If the Responder fails to obtain the court order enjoining disclosure, the Agency will release the requested information on the date specified. If a Responder obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to RCW Chapter 42.56, or other state or federal law that provides for nondisclosure, the Agency shall maintain the confidentiality of the Responder's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but 24 hours notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals who have made the RFP Coordinator aware of their interest. Addenda will also be published on Washington's Electronic Business Solution (WEBS) portal as an update to the original posting of this opportunity (<https://fortress.wa.gov/ga/webs/>).

The Agency also reserves the right to cancel or to reissue the RFP completely or in part prior to execution of a contract.

MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with RCW Chapter 39.19, the state of Washington encourages

participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a sub-contractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of OMWBE participation shall be required, as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals is 10 percent for Minority Business Enterprise (MBE) and for 4 percent for Women Business Enterprises (WBE) for this type of project. These goals are voluntary. For information on certified firms, responders may contact OMWBE at (360) 753-9693 or <http://www.omwbe.wa.gov>.

WORK START DATE

Work associated with proposals cannot be scheduled to start until October 1, 2018.

RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The Agency also reserves the right at its sole discretion to waive minor administrative irregularities.

MOST FAVORABLE TERMS

The Agency reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Responder could propose. There will be no best and final offer procedure. The Agency reserves the right to contact a Responder for clarification of its proposal.

The Apparent Successful Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may result in incorporation of some or the Responder's entire proposal in the contract statement of work. The proposal will become a part of the official procurement file on this matter without obligation to the Agency.

CONTRACT AND GENERAL TERMS & CONDITIONS

The Apparent Successful Contractor will be expected to enter into a contract that is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Responder to submit its own contract terms and conditions in response to this solicitation. The Responder may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this

solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. The Agency will review requested exceptions and accept or reject the same at its sole discretion.

COSTS TO PROPOSE

The Agency will not be liable for any costs incurred by the Responder in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington or the Agency to contract for services specified herein.

REJECTION OF PROPOSALS

The Agency reserves the right at its sole discretion to reject all proposals received without penalty and not to issue a contract because of this RFP.

COMMITMENT OF FUNDS

The Director of the Agency, or his delegate, is the only individual who may legally commit the Agency to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The Apparent Successful Contractor will be provided a form to complete with the contract to authorize such payment method.

PERSONAL LIABILITY OF PUBLIC OFFICERS

No officer or employee of the WTSC shall be personally liable for any acts or failure to act in connection with this program.

LIMITATION OF LIABILITY

By signing a contract to provide these services, the successful applicant for these funds shall indemnify and hold harmless the Agency, its agents, employees, and officers, and process and defend at their own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against the Agency arising out of, in connection with or incident to the execution of a contract for implementation of this program.

This indemnity provision shall apply to all claims against the Agency, its agents, employees and officers, and sub-contractors arising out of, in connection with or incident to the negligent acts or omissions that result from execution of a contract to implement this program.

Provided, however, that nothing herein shall require the Responder for this program to indemnify and hold harmless or defend the Agency, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the Agency, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this agreement.

The Responder shall be deemed an independent Responder for all purposes, and the employees of the Responder or its sub-contractors and the employees thereof, shall not be deemed employees of the Agency.

The Responder specifically assumes potential liability for actions brought by Responder's employees and/or sub-contractors and solely for the purposes of this indemnification and defense, the Responder specifically waives any immunity under the State Industrial Insurance Law, RCW Chapter 51.

In the event either the Responder or the Agency incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of the agreement against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

3. PROPOSAL CONTENTS

The RFP Coordinator must receive the proposal no later than 5:00 PM, Pacific Daylight Time, in Olympia, Washington, on August 22, 2018.

Proposals must be submitted electronically as an attachment to an e-mail to the RFP Coordinator at the e-mail address listed in Section 2. Proposals must be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances(Exhibit A);
2. Technical Proposal;
3. Management Proposal; and,
4. Cost Proposal.

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the responder in preparing a thorough response.

Items marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked

“scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

LETTER OF SUBMITTAL (Mandatory but not scored)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Responder to a contractual relationship, e.g. the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Responder and any proposed sub-contractors:

- A. Name, address, principal place of business, telephone number, fax number (if any), and e-mail address of legal entity or individual with whom contract would be written.
- B. Name, telephone number, and email for each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- C. Legal status of the Responder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- D. Federal Employer Tax Identification number or Social Security number.
- E. Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Responder does not have a UBI number, the Responder must state that it will become licensed in Washington within 30 calendar days of being selected as the Apparently Successful Contractor.
- F. State of Washington Vendor (SWV) number. This is the number assigned to vendors and contractors that allows for payment of billings. If Responder does not have an SWV number, they can obtain one by filling out the forms and following the directions located at <https://des.wa.gov/services/contracting-purchasing/doing-business-state/receiving-payment-state> (Statewide Payee Registration Form).
- G. Location where the Responder would operate.
- H. Identify any state employees or former state employees employed or on the firm’s governing board as of the date of the proposal. Include their position and responsibilities within the Responder’s organization. If following a review of this information, it is determined by the Agency that a conflict of interest exists, the Responder may be disqualified from further consideration for the award of a contract.

Technical Proposal (Mandatory and Scored)

The Technical Proposal must contain a comprehensive description of services including the following elements:

Approach – Describe the proposed approach and methodology to accomplish the following Sections of the Scope of Work. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Contractor's knowledge of the subjects and skills necessary to successfully accomplish the scope of work. Include any required involvement of Agency staff. The Contractor may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

Address these Scope of Work sections;

1. Manage, in coordination with the Agency, communication and activities related to county-level LELs.
2. Support local traffic safety coordinators in planning and executing HVE campaigns and provide coordination during periods of local coordinator vacancy or turnover.
3. Assist in recruiting law enforcement participants for TSRP training, webinars, ARIDE, DRE, other related traffic safety trainings.
4. Ensure law enforcement officers have adequate understanding of strategies for HVE campaigns, including participation requirements, expected results, and related communications/media activities.

MANAGEMENT PROPOSAL (Mandatory and Scored)

A. Experience of the Contractor

1. Indicate other relevant experience that indicates the qualifications of the Contractor, and any subcontractors, for the performance of the potential contract.
2. Prior Experience – Include a list of contracts the Contractor has had during the last five years that relate to the Contractor's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, fax numbers, and e-mail addresses.

B. Related Information (MANDATORY)

1. If the Contractor or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency,

the contract number and project description and/or other information available to identify the contract.

2. If the Contractor's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Contractor has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Contractor's position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Contractor in the past five years, so indicate.

C. References (MANDATORY)

1. List names, addresses, telephone numbers, and fax numbers, and e-mail addresses of three (3) business references for the Contractor and three (3) business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current Agency staff as references. By submitting a proposal in response to this RFP, the vendor and team members grant permission to Agency to contact these references and others, who from Agency's perspective, may have pertinent information. Agency may or may not, at Agency's discretion, contact references. The Agency may evaluate references at the Agency's discretion.

D. OMWBE Certification (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Women Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. For information: <http://www.omwbe.wa.gov>.

COST PROPOSAL (Mandatory and Scored)

The maximum fee for this contract must be \$140,000.00 or less to be considered responsive to this RFP. The cost proposal must include the hourly rate and anticipated number of hours/month that Contractor proposes to work to complete the

scope of work.

The evaluation process is designed to award this procurement not necessarily to the Contractor of least cost, but rather to the Contractor whose proposal best meets the requirements of this RFP. However, Contractors are encouraged to submit proposals, which are consistent with state government efforts to conserve state resources.

A. Identification of Costs (SCORED)

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Contractor is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Contractors are required to collect and pay Washington State sales and use taxes, as applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

B. Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Contractor's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

REFERENCES (Mandatory but not scored)

List names, telephone numbers, and email addresses of three business references for the Responder and/or three business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current Agency staff as references.

By submitting a proposal in response to this Work Request, the Responder and team members grant permission to the Agency to contact these references and others who from the Agency's perspective may have pertinent information. At the Agency's discretion, references may be contacted. The Agency may evaluate references at the Agency's discretion.

4. EVALUATION AND CONTRACT AWARD

EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. An evaluation team to be designated by the Agency shall accomplish the evaluation of proposals and rank the

proposals.

Agency, at its sole discretion, may elect to select the top-scoring Responders as finalists for an oral presentation.

The Agency reserves the right to award the contract to the Responder whose proposal is deemed to be in the best interest of the Agency and the state of Washington.

The RFP Coordinator may contact the Responder for clarification of any portion of the Responder's proposal.

EVALUATION WEIGHTING AND SCORING

Technical Proposal		
Project Approach/Methodology	40 points (maximum)	40 points
Management Proposal		
Experience of the Contractor	30 points (maximum)	30 points
Cost Proposal	30 points (maximum)	30 points
TOTAL		100 POINTS

ORAL INTERVIEWS MAY BE REQUIRED

After evaluating the written proposals, the Agency may elect to schedule oral interviews of the finalists. Should oral interviews become necessary, the Agency will contact the top-scoring Responder(s) from the written evaluation to schedule a date, time, and location for the oral interview. Commitments made by the Responder at the oral interview, if any, will be considered binding.

NOTIFICATION TO RESPONDERS

The Agency will notify the Apparently Successful Contractor of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail or facsimile.

DEBRIEFING OF UNSUCCESSFUL RESPONDERS

Any Responder who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The RFP Coordinator must receive debriefing requests no later than 5:00 PM local time by the third business day following the transmittal of the Unsuccessful Responder Notification.

A debriefing will be held within three business days of WTSC receipt of the request. Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the firm's proposal
- Critique of the proposal based on the evaluation
- Review of Responder's final score in comparison with other final scores without identifying the other firms

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour each.

PROTEST PROCEDURE

Only Responders who submitted a response to this solicitation document and who have participated in a debriefing conference may make protests.

Upon completing the debriefing conference, the Responder is allowed three business days to file a protest with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington by the third business day following the debriefing. Protests may be submitted by e-mail or facsimile, but must then be submitted to the Agency by written document with an original signature.

Responders protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Responders under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or Agency policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as an evaluator's professional judgment on the quality of a proposal or the Agency's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the Agency. The Agency Director or an employee delegated by the Director will consider the record and all available facts and issue a decision no later than 21 business days of receipt of the protest. If additional time is required, the Agency will notify the protesting party of the delay.

In the event a protest may affect the interest of another Responder, such Responder will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall take one of the three course of actions listed below:

- Find the protest lacking in merit and uphold the Agency's action, or
- Find only technical or harmless errors in the Agency's acquisition process and determine the Agency to be in compliance and reject the protest, or
- Find merit in the protest and provide the Agency options which may include:
 - Correct the errors and re-evaluate all proposals, or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the Agency determines that the protest is without merit, the Agency will enter into a contract with the Apparently Successful Contractor.

5. RFP EXHIBITS

- A. Exhibit A Certifications and Assurances
- B. Exhibit B Personal Service Contract Sample, including General Terms and Conditions , Statement of Work form, and A-19 Washington State billing invoice

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the bid to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the bid are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for restricting competition. However, I/we may freely join with other persons or organizations for presenting a single bid.
3. The attached bid is a firm offer for a period of 60 days following receipt, and it may be accepted by the Agency without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this bid, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this bid or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that the Agency will not reimburse me/us for any costs incurred in the preparation of this bid. All bids become the property of the Agency, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this bid.
6. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. I/we agree that submission of the attached bid constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for restricting competition.
9. I/we grant the Agency the right to contact references and other, who may have pertinent information regarding the ability of the Contractor and the lead staff person to perform the services contemplated by this RFP.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We **(circle one) are / are not** submitting proposed Contract exceptions. (See Section 2.11, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Contractor submitting this bid, my name below attests to the accuracy of the above statement. We are submitting a scanned signature of this form with our bid.

Signature of Bidder

Title

Printed Name

Date

EXHIBIT B

CONTRACT FOR SERVICES
BETWEEN
THE STATE OF WASHINGTON
TRAFFIC SAFETY COMMISSION
AND
<Insert Responder Name>

THIS CONTRACT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and [REDACTED], hereinafter referred to as "Responder."

(Responder Name)

(Address)

(City, State Zip)

Phone:

Email:

Federal ID No.:

WA State UBI No.:

Statewide Vendor Number:

THE PURPOSE OF THIS CONTRACT is to provide funding for the [REDACTED] to [REDACTED].

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The Responder shall carry out the provisions described in the Statement of Work attached as Exhibit A.

PERIOD OF PERFORMANCE

The period of performance of this Contract shall commence on [REDACTED] and remain in effect until [REDACTED] unless terminated sooner, as provided herein.

COMPENSATION

The cost of accomplishing the work described in the Statement of Work will not exceed [REDACTED] **THOUSAND DOLLARS (\$ [REDACTED])**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

STATE AND FEDERAL TERMS AND CONDITIONS:

DEFINITIONS

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

- A. "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.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "Responder" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract and shall include all employees of the Responder.
- D. "SUB-CONTRACTOR" shall mean one not in the employment of the Responder, who is performing all or part of those services under this contract under a separate contract with the Responder.

ACCESS TO DATA

The Responder shall provide access to data generated under this contract to the WTSC, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Responder's reports, including computer models and methodology for those models.

ACTIVITY REPORTS

The Responder agrees to submit quarterly progress reports using a format agreed upon by both parties. Contents of the report shall include at a minimum:

- Tasks accomplished in the reporting period
- Tasks planned for the following reporting period
- Delineation of problems found, corrected, and steps taken to avoid similar problems in the future

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.

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.

ALTERATIONS AND AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Amendments are required for the following changes:

- Scope of Work (SOW)
- Budgeted Costs and Expenditure Categories
- Schedule Modifications

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Responder must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the party, which consent shall not be unreasonably withheld. The Responder shall provide the WTSC a copy of all third-party contracts entered into for purposes of fulfilling the Statement of Work outlined in Exhibit A. All third-party awards must allow for the greatest practical competition in accordance with applicable procurement rules and procedures.

ATTORNEYS' FEES

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

BILLING PROCEDURE

The Responder shall submit invoices for reimbursement with supporting documentation to WTSC monthly. All invoices for reimbursement shall be submitted using the A-19 attached as Exhibit B or its pre-approved equivalent. Payment to the Responder for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of the invoice. 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 15**. All invoices for goods or services performed on or prior to September 30, **must be received by WTSC no later than November 15**.

BUY AMERICA ACT

The Responder will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases 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. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The Responder 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.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the WTSC may, in its sole discretion, by written notice to the Responder terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Responder in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the WTSC shall be entitled to pursue the same remedies against the Responder as it could pursue in the event of a breach of the contract by the Responder. The rights and remedies of the WTSC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the WTSC makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the WTSC. The WTSC shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Responder hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the WTSC effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Responder hereby grants to the WTSC a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Responder warrants and represents that Responder 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 Responder shall exert all reasonable effort to advise the WTSC, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The WTSC shall receive prompt written notice of each notice or claim of infringement received by the Responder with respect to any data delivered under this contract. The WTSC shall have the right to modify or remove any restrictive markings placed upon the data by the Responder.

COVENANT AGAINST CONTINGENT FEES

The Responder warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Responder for the purpose of securing business. The WTSC shall have the right, in the event of breach of this clause by the Responder, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

1. By signing this agreement, the Responder (hereinafter in this section referred to as "lower tier participant") is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this agreement 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 agreement originated may pursue available remedies, including suspension and/or debarment.
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.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29.

5. The lower tier participant agrees by signing this agreement 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 the department or agency with which this agreement originated.

6. The lower tier participant further agrees by signing this agreement that it will include the clause titled "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. (See below)

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.

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.

9. Except for transactions authorized under paragraph 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, 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.

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

1. The lower tier participant certifies, by signing this agreement, 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.

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

DISPUTES

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 hearing with AGENT.

1. The request for a dispute hearing must:

- Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the Responder's name, address, and contract number; and
 - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
 3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
 4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

DRUG-FREE WORKPLACE

In accordance with the Drug-Free Workplace Act of 1988 (41 USC 8103 and 42 USC 12644), the Responder shall 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 provision. The Responder shall establish a drug-free awareness program and require that employees provide notification of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such incident. The Responder shall notify WTSC within ten days after such notification by an employee engaged in the performance of the grant. Within 30 days, the Responder will take appropriate personnel action against such employee, up to and including termination, and require the 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.

DUPLICATE PAYMENT

The WTSC shall not pay the Responder, if the Responder has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

FEDERAL LOBBYING

The undersigned certifies, to the best of his or her 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 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.

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.

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

GOVERNANCE

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.

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:

- a. Applicable state and federal statutes and rules;
- b. Terms and Conditions of this contract;
- c. Any Amendment executed under this contract;
- d. Terms and Conditions in Work Request 16-002; and
- e. Any other provisions of the contract, including materials incorporated by reference.

INDEMNIFICATION

To the fullest extent permitted by law, the Responder shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. The Responder's obligation to indemnify, defend, and hold harmless includes any claim by the Responder's agents, employees, representatives, or any sub-contractors or its employees.

The Responder expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to Responder's or any sub-contractor's performance or failure to

perform the contract.

The Responder waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY

The parties intend that an independent Responder relationship will be created by this contract. The Responder and his or her employees or agents performing under this contract are not employees or agents of the WTSC. The Responder 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 Responder 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 Responder.

INDUSTRIAL INSURANCE COVERAGE

The Responder shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Responder fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the WTSC may collect from the Responder the full amount payable to the Industrial Insurance accident fund. The WTSC may deduct the amount owed by the Responder to the accident fund from the amount payable to the Responder by the WTSC under this contract and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Responder.

LICENSING, ACCREDITATION AND REGISTRATION

The Responder shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

NONDISCRIMINATION

The Responder will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88–352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686), which prohibits discrimination on the basis of sex;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101–336), as amended (42 U.S.C. 101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101–6107), which prohibits discrimination on the basis of age;

5. The Civil Rights Restoration Act of 1987 (Pub. L. 100–259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
6. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92–255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
9. Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd–3 and 290ee–3), relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
10. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
11. The requirements of any other nondiscrimination statute(s) which may apply to the application.

In the event the Responder is in non-compliance or refuses to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Responder may be declared ineligible for further contracts with the WTSC. The Responder shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

OVERPAYMENTS AND ASSERTION OF LIEN

In the event that the WTSC establishes overpayments or erroneous payments made to the Responder under this contract, the WTSC may secure repayment, plus interest, if any, through the filing of a lien against the Responder'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.

POLITICAL ACTIVITY (HATCH ACT)

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

PRIVACY

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. Responder shall ensure its directors, officers, employees, sub-

contractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Responder and its sub-contractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Responder agrees to indemnify and hold harmless the WTSC for any damages related to the Responder's unauthorized use of personal information.

PUBLICITY

The Responder 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 Responder agrees not to publish or use such advertising and publicity matters without the prior written consent of the WTSC.

RECORDS MAINTENANCE

The Responder shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Responder shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the WTSC, personnel duly authorized by the WTSC, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE

The Responder shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION

The Responder 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 Responder shall make available information necessary for WTSC to comply with the client's 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 Responder shall upon request make available to the WTS and the U.S. Secretary of the Department of Health & 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.

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 normal completion, the WTSC may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the WTSC's discretion under those new funding limitations and conditions.

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.

SITE SECURITY

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

STATE LOBBYING

None of the funds under this program 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.

TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Responder or its staff shall be the sole responsibility of the Responder.

TERMINATION FOR CAUSE

If the Responder 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 Responder written notice of such failure or violation, and may terminate this contract immediately. The Responder may be given the opportunity to correct the violation or failure within 15 (FIFTEEN) days. If the Responder is given the opportunity to correct the violation and the violation is not corrected within 15 (FIFTEEN) days, this contract may be terminated by written notice of the WTSC.

TERMINATION FOR CONVENIENCE

Either party may, by 30 (THIRTY) days written notice, terminate this contract. 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.

TERMINATION PROCEDURES

Upon termination of this contract, the WTSC, in addition to any other rights provided in this contract, may require the Responder 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.

The WTSC shall pay to the Responder the agreed upon price, if separately stated, for completed work and services accepted by the WTSC, and the amount agreed upon by the Responder and the WTSC for: (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (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, 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 Responder such sum as the AGENT determines to be necessary to protect the WTSC against potential loss or liability.

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.

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

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts 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;
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 Responder under the orders and subcontracts 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 subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, 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;
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;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
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 Responder and in which the WTSC has or may acquire an interest.

TREATMENT OF ASSETS

1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the Responder, for the cost of which the Responder 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 Responder. Title to other property, the cost of which is reimbursable to the Responder 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.
2. Any property of the WTSC furnished to the Responder shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this contract.
3. The Responder shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the Responder or which results from the failure on the part of the Responder to maintain and administer that property in accordance with sound management practices.
4. If any WTSC property is lost, destroyed or damaged, the Responder shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.
5. The Responder shall surrender to the WTSC all property of the Responder prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the Responder under this clause shall also include Responder's employees, agents or sub-contractors.

U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The WTSC complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to Responder, the WTSC will download the current OFAC SDN file and

compare it to WTSC and statewide vendor files. In the event of a positive match, the WTSC reserves the right to: (1) make a determination of “reasonability” before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the Responder in writing and terminate the contract according to the Termination for Convenience provision without making payment. The WTSC will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

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 unless stated to be such in a writing signed by an authorized representative of the party and attached to the original contract.

DESIGNATED CONTACT

The following named individuals will serve as designated contacts for each of the parties, for all communications and billings regarding the performance of this Contract:

The Contact for the Responder is:	The Contact for WTSC is:

IN WITNESS WHEREOF, the parties have executed this Contract.

Responder NAME

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature


Printed Name

Title

Date

Exhibit A

STATEMENT OF WORK

FORM A 19 <small>(Rev. 4/1/13)</small>		STATE OF WASHINGTON INVOICE VOUCHER														
																
AGENCY NAME																
WA Traffic Safety Commission PO BOX 40944 Olympia WA 98504-0944																
VENDOR OR CLAIMANT (Warrant is to be payable to)																
➡ (Please fill in mailing address matching Fed ID #)																
➡ Statewide Vendor #																
FEDERAL I.D. # OR SOCIAL SECURITY #. (For reporting Personal Services Contract Payments to I.R.S.)		CFDA #														
➡		➡														
DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	FOR AGENCY USE											
➡		➡	➡	➡												
TOTAL ➡		➡	➡	➡												
PREPARED BY		TELEPHONE NUMBER														
➡		➡														
DOC. DATE		PMT DUE DATE	CURRENT DOC. NO.	REF. DOC.	VENDOR NUMBER	VENDOR MESSAGE	UBI NUMBER									
REF DO C	TRANS CODE	M O D FUND	MASTER INDEX		SUB OBJ	SUB SUB OBJECT	ORG INDEX	WORKCLAS - ALLOC	COUNTY BUDGET UNIT	CITY/TOWN MOB	PROJEC T	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER	
ACCOUNTING APPROVAL FOR PAYMENT										DATE		WARRANT TOTAL			WARRANT NUMBER	