

STATE WASHINGTON  
WASHINGTON TRAFFIC SAFETY COMMISSION

**REQUEST FOR PROPOSALS (RFP)**

**RFP NO. 17-101**

**TITLE: Region 13 Traffic Safety Coordinator**

**PROPOSAL DUE DATE: July 18, 2016**

**5:00 pm**

*Pacific Standard Time or Pacific Daylight Time*

Olympia, Washington, USA

Only E-mailed bids will be accepted. Hard copy or Faxed bids will not be accepted.

**ESTIMATED TIME PERIOD FOR CONTRACT:**

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

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

**CONTENTS OF THE REQUEST FOR PROPOSALS:**

1. Introduction
2. General Information for Consultants
3. Proposal Contents
4. Evaluation and Award
5. Exhibits
  - A. Certifications and Assurances
  - B. Sample Contract with General Terms and Conditions

# 1. INTRODUCTION

## 1.1. PURPOSE AND BACKGROUND

### **Purpose:**

The Washington Traffic Safety Commission hereafter called "AGENCY," is initiating this Request for Proposals (RFP) to solicit proposals from qualified Contractors interested in providing local traffic safety coordination in Yakima and Klickitat counties.

### **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 recognized as a national leader in traffic safety and has developed a reputation for creating and implementing leading-edge strategies. The AGENCY's work is guided by Washington's Strategic Highway Safety Plan, called Target Zero. The Target Zero Plan establishes the bold vision of eliminating traffic deaths and serious injuries by 2030. Washington is well on its way to realizing this worthy goal. Effective traffic safety coordination at the local level is vital to these efforts. For more information about Target Zero, visit the website at [www.targetzero.com](http://www.targetzero.com).

The AGENCY's core values include:

**Servant Leadership:** We are public servants whose calling is leadership in traffic safety.

**Collaboration:** We build community by listening, inspiring dialogue, and utilizing the talents of all.

**Integrity:** We honor our shared values through our actions and by doing what we say we'll do.

**Innovation:** We continuously challenge processes and search for better ways to accomplish our work.

**Learning:** We seek first to understand in order to gain new insights and expanded perspectives.

Traffic Safety Coordinators, also called Target Zero Managers, are responsible for the development, implementation, and overall management of traffic safety programs within their assigned region. They monitor federal-and state-funded traffic safety projects throughout the designated area and collaborate with a diverse team of private, public, and non-profit stakeholders to effectively carry out the local strategic plan. They work closely with peers in analyzing complex problems and developing innovative solutions. Coordinators help lead a local task force represented by law enforcement, engineering, public health, and other community organizations. Some examples of traffic safety projects include:

- Click It or Ticket enforcement patrols
- Community event explaining how to use bicycle helmets
- Special public outreach efforts through public service announcements with local elected officials

For this opportunity, the AGENCY intends to award one contract to provide the services described in this RFP.

## 1.2. OBJECTIVES AND SCOPE OF WORK

The AGENCY anticipates the scope of work will require the Consultant's level of effort to be at or near full-time equivalency.

### 1. Required Core Tasks

#### 1.1. *Facilitate local task force activities*

1.1.1. Plan and Conduct monthly or quarterly Task Force meetings

1.1.2. Expand task force membership through new partnerships with local/regional/tribal stakeholders

1.1.3. *Develop and update annually the County/Region Traffic Safety Strategic Plan*

#### 1.2. *Coordinate High Visibility Enforcement and Media Campaigns (HVEM)*

1.2.1. Statewide HVEM

- 1.2.1.1. Determine funding amounts for each participating law enforcement agency
- 1.2.1.2. Create and submit signed interagency agreements for each participating law enforcement agency
- 1.2.1.3. Monitor interagency agreements for budget and performance
- 1.2.1.4. Provide input to localize WTSC news releases
- 1.2.1.5. Conduct community outreach one week prior and during the statewide mobilization
- 1.2.1.6. Forward news releases and detailed HVEM campaign information to LE agency media contacts.

Statewide Mobilization Area	Month(s)	Duration
Impaired Driving	November/December	5 week
Impaired Driving	August/September	3 weeks
Distracted Driving	April	2 weeks
Click it or Ticket	May	2 weeks

1.2.2. Local HVEM (Flex, Target Zero Teams, other HVEM projects)

- 1.2.2.1. Determine funding amounts for each participating law enforcement agency
- 1.2.2.2. Create and submit signed interagency agreements for each participating law enforcement agency
- 1.2.2.3. Monitor interagency agreements for budget and performance
- 1.2.2.4. Develop HVEM enforcement plans quarterly
- 1.2.2.5. Develop and distribute news releases to publicize HVEM Flex patrols
- 1.2.2.6. Conduct community outreach to support HVEM Flex patrols
- 1.2.2.7. Develop localized media creative to support HVEM Flex patrols (required for TZT, optional otherwise.)

2. Secondary Tasks

2.1. Generate awareness and news media around Target Zero Plan priorities

- 2.1.1. Create unpaid media opportunities via social media, web, print, radio, PSA's, and other media formats

2.2. Publicizing data trends and Target Zero Plan priorities based on fatality and serious injury data

- 2.2.1. Deliver traffic safety presentations to the local Task Force, affiliated agencies, councils, commissions, employers, civic groups, and other stakeholders highlighting local trends and opportunities.

2.3. Encourage training opportunities for alcohol/drug detection and effective prosecution

- 2.3.1. Regularly communicate with local law enforcement and prosecuting agencies about training opportunities such as:
  - Blood Alcohol Content Training (BAC)
  - Standard Field Sobriety Testing (SFST)
  - Advanced Roadside Impaired Driving Enforcement (ARIDE)
  - Traffic Safety Resource Prosecutor (TSRP)

2.4. Promote car seat technician training

- 2.4.1. Recruit candidates for car seat technician training
- 2.4.2. Promote local inspection stations and events

2.5. Encourage peer-delivered youth traffic safety awareness programs

- 2.5.1. Educate high school administrators and student leaders on available programs and resources for student led traffic safety programs

2.6. Educate parents around young driver issues

*2.6.1. Inform parents about young driver risk and their roles in enforcing the elements of the Intermediate Driver's License*

*2.7. Coordinate state and local traffic safety activities with Tribal agencies*

*2.7.1. Conduct outreach to tribal partners regarding regional traffic safety activities and opportunities for collaboration*

### **1.3 MINIMUM QUALIFICATIONS**

Minimum qualifications include:

- Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Contractor.
- High School Diploma
- Associates degree or equivalent management experience

Desired qualifications include:

- Experience with law enforcement, city and county governments, and community coalitions
- 5 years project or program management experience
- Bachelor's Degree

### **1.4 FUNDING**

The AGENCY budgeted an amount not to exceed SEVENTY NINE THOUSAND SEVEN HUNDRED DOLLARS (\$79,700) for this work. Proposals in excess of SEVENTY NINE THOUSAND SEVEN HUNDRED DOLLARS will be considered non-responsive and will not be evaluated. Up to SEVENTY EIGHT THOUSAND DOLLARS (\$78,000) is available for reimbursement of Contractor time in accomplishing the scope of work. Up to ONE THOUSAND SEVEN HUNDRED DOLLARS (\$1,700) will be available to reimburse mileage, transit fares, tolls, and parking expenses. Travel Expenses are reimbursed in accordance with the AGENCY's Travel Policy, at rates found in the WA State Administrative and Accounting Manual, section 10.90.2.

Attendance and participation in relevant national or state conferences and other required trainings will be pre-approved by the AGENCY and reimbursed separately from the total contract amount listed here.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

### **1.5 WORK SITE AND CRIMINAL BACKGROUND SCREENING**

The Consultant is responsible to provide an appropriate work site to fulfill the scope of work. If the AGENCY secures office space at a local governmental organization to be used by the Consultant, the Consultant must undergo and pass a criminal background screening, to include but not limited to a fingerprint and FBI criminal record screening.

### **1.6 PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about September 1, 2016 and to end on September 30, 2017 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 up to one additional year.

### **1.7 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. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

### **1.8 DEFINITIONS**

Definitions for the purposes of this RFP include:

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

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

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

**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.

**Proposer** - Individual or company that submits a proposal in order to attain a contract with the AGENCY.

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

### 1.9 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

## 2. GENERAL INFORMATION FOR CONSULTANTS

### 2.1. RFP COORDINATOR

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

Name	Jerry Noviello
E-Mail Address	<a href="mailto:jnoviello@wtsc.wa.gov">jnoviello@wtsc.wa.gov</a>
Mailing Address	PO BOX 40944 Olympia, WA 98504-0944
Physical Address for Delivery	621 8 <sup>th</sup> Avenue SE, Suite 409 Olympia, WA 98504-0944
Phone Number	360-725-9897
Fax Number	360-586-6489

Any other communication will be considered unofficial and non-binding on the AGENCY. Consultants 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 Consultant.

## 2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

ID	Task Name	Business Days	Finish
1	RFP Release Date	0 days	June 27, 2016
2	Contractor Questions Due	8 days	July 7, 2016
3	Post WTSC Response to Questions	2 days	July 11, 2016
4	Contractor Proposals Due	15 days	July 18, 2016
5	Contractor Response Certifications	1 day	July 19, 2016
6	Proposal Evaluations	8 days	July 29, 2016
7	Conduct Oral Presentations	5 days	August 5, 2016
8	Announce Potential ASC	2 days	August 9, 2016
9	Debriefing Request Period	3 days	August 12, 2016
10	Debriefing Conference (if applicable)	2 days	August 16, 2016
11	Protest Period (if applicable)	5 days	August 23, 2016
12	Protest Response Period (if applicable)	10 days	September 7, 2016
13	Negotiate contract with ASC	5 days	September 14, 2016
14	Finalize and Award Contract	2 days	September 16, 2016
15	Projected Contract Start Date	1 day	September 19, 2016

The AGENCY reserves the right to revise the above schedule.

## 2.3 SUBMISSION OF PROPOSALS

The proposal must be **received by the RFP Coordinator** no later than 5:00 PM Pacific Standard Time or Pacific Daylight Time on July 18, 2016.

Proposals must be submitted electronically as an attachment to an e-mail to the RFP Coordinator at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Microsoft Word format or PDF. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Consultant to the offer. The AGENCY does not assume responsibility for problems with Contractor's e-mail. If the AGENCY'S email is not working, appropriate allowances will be made.

Only E-mailed proposals will be accepted. Hard copy or Faxed proposals will not be accepted.

Consultants should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless the AGENCY'S e-mail is found to be at fault. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

## 2.4 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, resulting from this RFP is signed by the Director of the AGENCY, or his Designee, and the Apparent Successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, 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 Consultant 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 Consultant has marked as "Proprietary Information," the AGENCY will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the AGENCY shall maintain the confidentiality of the Consultant'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 twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## **2.5 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 in the 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 in whole or in part, prior to execution of a contract.

## **2.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

In accordance with chapter 39.19 RCW, 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 subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE 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 for MBE is 10% and for WBE, 4%, for this type of work. These goals are voluntary. For information on certified firms, consultants may contact OMWBE at 360/753-9693 or <http://www.omwbe.wa.gov>.

## **2.7 ACCEPTANCE PERIOD**

Proposals must provide 60 days for acceptance by AGENCY from the due date for receipt of proposals.

## **2.8 RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that 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.

## **2.9 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 which

the Consultant can propose. There will be no best and final offer procedure. The AGENCY does reserve the right to contact a Consultant 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 incorporate some, or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the AGENCY.

## **2.10 CONTRACT AND GENERAL TERMS & CONDITIONS**

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant 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.

## **2.11 COSTS TO PROPOSE**

The AGENCY will not be liable for any costs incurred by the Consultant 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.

## **2.12 NO OBLIGATION TO CONTRACT**

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

## **2.13 REJECTION OF PROPOSALS**

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

## **2.14 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.

## **2.15 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.

## **2.16 INSURANCE COVERAGE**

The Contractor is to furnish the AGENCY with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Agency within fifteen (15) days of the contract effective date.

The CONTRACTOR shall obtain and maintain general liability insurance for their business with a minimum coverage level of \$500,000 per incident. If the CONTRACTOR fails to provide 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 CONTRACTOR the full amount payable to the Industrial Insurance

accident fund. The WTSC may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR 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 CONTRACTOR.

#### **Workers' Compensation Coverage**

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

### **3. PROPOSAL CONTENTS**

Proposals must be written in English and submitted electronically to the RFP Coordinator in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP);
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 Consultant 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.

#### **3.1. LETTER OF SUBMITTAL (MANDATORY)**

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 Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Consultant does not have a UBI number, the Consultant must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Contractor.
5. Location of the facility from which the Consultant would operate.
6. 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 Consultant's organization. If following a review of this information, it is determined by the

AGENCY that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

### **3.2. TECHNICAL PROPOSAL (SCORED)**

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

1. **Approach** – Describe the proposed approach and methodology to accomplish Sections 1.1 and 1.2 of the Scope of Work. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully accomplish the scope of work. Include any required involvement of AGENCY staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
2. **Performance Measurement** – Describe how the delivery of the services outlined in the scope of work will be monitored and measured.

### **3.3. MANAGEMENT PROPOSAL (SCORED)**

1. **Staff Qualifications** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to this work. The AGENCY anticipates the scope of work requires the Consultant's level of effort to be at or near full time equivalency. Provide resumes' for the named staff, which include information on the individual's particular skills related to this work, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the AGENCY.
  - A. **Team Structure (if applicable)** – If more than one Consultant is proposed to accomplish the scope of work, provide a description of the proposed team structure and internal controls to be used during the course of carrying out the scope of work, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
2. **Prior Experience** – Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

Describe other relevant experience that would show the Consultant is qualified to complete the scope of work for this contract.

3. **Related Information (MANDATORY)**
  - A. If the Consultant 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.
  - B. If the Consultant'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.
  - C. If the Consultant 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

Consultant'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.

- D. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant'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 Consultant in the past five years, so indicate.

**4. References (MANDATORY)**

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for the Consultant 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 Contractor 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.

**5. OMWBE Certification (OPTIONAL AND NOT SCORED)**

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

**3.4. COST PROPOSAL (SCORED)**

The AGENCY budgeted an amount not to exceed SEVENTY NINE THOUSAND SEVEN HUNDRED DOLLARS (\$79,700) for this work. Proposals in excess of SEVENTY EIGHT THOUSAND SEVEN HUNDRED DOLLARS will be considered non-responsive and will not be evaluated. Up to EIGHTY THOUSAND DOLLARS (\$78,000) is available for reimbursement of Contractor time in accomplishing the scope of work. Up to ONE THOUSAND SEVEN HUNDRED DOLLARS (\$1,700) will be available to reimburse mileage, transit fares, tolls, and parking expenses.

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

**1. Identification of Costs (SCORED)**

A. **Hourly Rate and Travel Costs** – Identify the hourly rate in U.S. dollars the Consultant will charge for performance of the scope of work. Costs associated with mileage, transit fares, tolls, and parking expenses must be listed separately from the hourly rate. Attendance and participation in relevant national or state conferences and other required trainings will be pre-approved by the AGENCY and reimbursed separately from the total contract amount listed in this RFP. 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. The Consultant is required to collect and pay Washington state sales and use taxes, as applicable.

B. **Estimated Number of Annual Hours** – The AGENCY anticipates the scope of work will require the Consultant's level of effort to be at or near full-time equivalency. However, the Contractor must provide a best estimate of the total number of hours per year required to accomplish the scope of work.

**2. Computation**

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



## 4. EVALUATION AND CONTRACT AWARD

### 4.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by the AGENCY, which will determine the ranking of the proposals.

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

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

### 4.2. EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 60% Approach Performance Measurement	30 points (maximum) 30 points (maximum)	60 points
Management Proposal – 30% Qualifications B.Team Structure (if applicable) Prior Experience	15 points (maximum) 15 points (maximum)	30 points
Cost Proposal – 10% Hourly Rate calculation Estimated number of hours per year	5 points (maximum) 5 points (maximum)	10 points
<b>TOTAL</b>		<b>100 POINTS</b>

AGENCY reserves the right to award the contract to the Consultant whose proposal is deemed to be in the best interest of the AGENCY and the state of Washington.

### 4.3. ORAL PRESENTATIONS MAY BE REQUIRED

The AGENCY may after evaluating the written proposals elect to schedule oral presentations of the finalists. Should oral presentations become necessary, the AGENCY will contact the top-scoring firm(s) from the written evaluation to schedule a date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

The scores from the written evaluation and the oral presentation combined together will determine the Apparent Successful Contractor.

### 4.4. NOTIFICATION TO PROPOSERS

The AGENCY will notify the Apparent 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.

### 4.5. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Consultant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the third business day following the transmittal of the Unsuccessful Consultant Notification. The debriefing must be held within three (3) business days 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 proposer'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.

#### **4.6. PROTEST PROCEDURE**

Protests may be made only by Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the third business day following the debriefing. Protests may be submitted by e-mail or facsimile, but must then be followed by the document with an original signature.

Consultants 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 Consultants 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: 1) an evaluator's professional judgment on the quality of a proposal, or 2) 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 who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that also submitted a proposal, such Consultant 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:

- 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 substantial 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, and/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 Apparent Successful Contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **5. RFP EXHIBITS**

Exhibit A Certifications and Assurances

Exhibit B Personal Service Contract Format including State and Federal Terms and Conditions

## EXHIBIT A

### CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal 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 proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal 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 proposal, 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 proposal 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 proposal. All proposals 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 proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal 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 Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of 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 Consultant 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 2.10, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

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

---

Signature of Proposer

---

Title

---

Date

**EXHIBIT B**

**CONTRACT FOR SERVICES  
BETWEEN  
THE STATE OF WASHINGTON  
TRAFFIC SAFETY COMMISSION  
AND  
<Insert Contractor 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 "CONTRACTOR."

(Contractor 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 CONTRACTOR 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 AGENCY budgeted an amount not to exceed SEVENTY NINE THOUSAND SEVEN HUNDRED DOLLARS (\$79,700) for this work. Proposals in excess of SEVENTY NINE THOUSAND SEVEN HUNDRED DOLLARS will be considered non-responsive and will not be evaluated. Up to SEVENTY EIGHT THOUSAND DOLLARS (\$78,000) is available for reimbursement of Contractor time in accomplishing the scope of work. Up to ONE THOUSAND SEVEN HUNDRED DOLLARS (\$1,700) will be available to reimburse mileage, transit fares, tolls, and parking expenses. If the CONTRACTOR intends to charge indirect costs, submission of a cost allocation plan or a Federal cognizant agency letter is required. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

The hourly rate for contractor time is \$ [REDACTED]. Travel Expenses are reimbursed in accordance with the AGENCY's Travel Policy, at rates found in the WA State Administrative and Accounting Manual, section 10.90.2. The current reimbursement rate for mileage with a private vehicle is \$0.540 per mile.

#### 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. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

##### **ACCESS TO DATA**

The CONTRACTOR 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 CONTRACTOR'S reports, including computer models and methodology for those models.

##### **ACTIVITY REPORTS**

The CONTRACTOR agrees to submit monthly activity 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 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.

### **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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. 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, CONTRACTOR 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, CONTRACTOR 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 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

### **COVENANT AGAINST CONTINGENT FEES**

The CONTRACTOR 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 CONTRACTOR for the purpose of securing business. The WTSC shall have the right, in the event of breach of this clause by the CONTRACTOR, 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.

### **CRIMINAL BACKGROUND SCREENING**

If the AGENCY secures office space at a local governmental organization to be used by the Consultant, the Consultant must undergo and pass a criminal background screening, to include but not limited to a fingerprint and FBI criminal record screening.

### **DEBARMENT AND SUSPENSION**

Instructions for Lower Tier Certification

1. By signing this agreement, the CONTRACTOR (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 is 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall notify WTSC within ten days after such notification by an employee engaged in the performance of the grant. Within 30 days, the CONTRACTOR 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 CONTRACTOR, if the CONTRACTOR 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, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

### **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 CONTRACTOR 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 CONTRACTOR's obligation to indemnify, defend, and hold harmless includes any claim by the CONTRACTOR's agents, employees, representatives, or any subcontractor or its employees.

The CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to CONTRACTOR's or any subcontractor's performance or failure to perform the contract.

The CONTRACTOR 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 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.

### **INSURANCE COVERAGE**

The CONTRACTOR shall obtain and maintain general liability insurance for their business with a minimum coverage level of \$500,000 per incident. If the CONTRACTOR fails to provide 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 CONTRACTOR the full amount payable to the

Industrial Insurance accident fund. The WTSC may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR 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 CONTRACTOR.

### **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.

### **NONDISCRIMINATION**

The CONTRACTOR 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. 12101, 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 subrecipients 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 CONTRACTOR 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 CONTRACTOR may be declared ineligible for further contracts with the WTSC. The CONTRACTOR 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 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.

### **POLITICAL ACTIVITY (HATCH ACT)**

The CONTRACTOR 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. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors 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 CONTRACTOR agrees to indemnify and hold harmless the WTSC for any damages related to the CONTRACTOR'S unauthorized use of personal information.

### **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.

### **RECORDS MAINTENANCE**

The CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR 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 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 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 CONTRACTOR 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 CONTRACTOR, its agents, employees, or subcontractors 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 CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

### **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. The CONTRACTOR may be given the opportunity to correct the violation or failure within 15 (FIFTEEN) days. If the CONTRACTOR 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 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.

The WTSC shall pay to 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, (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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 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.
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.
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.
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.
5. The CONTRACTOR shall surrender to the WTSC all property of the CONTRACTOR prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR 's employees, agents or Subcontractors.

### **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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR is:	The Contact for WTSC is:
	Jerry Noviello, Program Manager Washington Traffic Safety Commission PO Box 40944 Olympia, WA 98504 Office: 360-725-9897 Fax: 360-586-6489 Email: jnoviello@wtsc.wa.gov

**IN WITNESS WHEREOF**, the parties have executed this Contract.

**CONTRACTOR NAME**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**WASHINGTON TRAFFIC SAFETY COMMISSION**

\_\_\_\_\_  
*Signature*

Chris Madill  
*Printed Name*

Deputy Director \_\_\_\_\_  
*Title* *Date*

Exhibit A to the Sample Contract

**STATEMENT OF WORK**

1. Required Core Tasks

1.1. *Facilitate local task force activities*

- 1.1.1. Plan and Conduct monthly or quarterly Task Force meetings
- 1.1.2. Expand task force membership through new partnerships with local/regional/tribal stakeholders
- 1.1.3. Develop and update annually the County/Region Traffic Safety Strategic Plan

1.2. *Coordinate High Visibility Enforcement and Media Campaigns (HVEM)*

1.2.1. Statewide HVEM

- 1.2.1.1. Determine funding amounts for each participating law enforcement agency
- 1.2.1.2. Create and submit signed interagency agreements for each participating law enforcement agency
- 1.2.1.3. Monitor interagency agreements for budget and performance
- 1.2.1.4. Provide input to localize WTSC news releases
- 1.2.1.5. Conduct community outreach one week prior and during the statewide mobilization
- 1.2.1.6. Forward news releases and detailed HVEM campaign information to LE agency media contacts.

Statewide Mobilization Area	Month(s)	Duration
Impaired Driving	November/December	5 week
Impaired Driving	August/September	3 weeks
Distracted Driving	April	2 weeks
Click it or Ticket	May	2 weeks

1.2.2. Local HVEM (Flex, Target Zero Teams, other HVEM projects)

- 1.2.2.1. Determine funding amounts for each participating law enforcement agency
- 1.2.2.2. Create and submit signed interagency agreements for each participating law enforcement agency
- 1.2.2.3. Monitor interagency agreements for budget and performance
- 1.2.2.4. Develop HVEM enforcement plans quarterly
- 1.2.2.5. Develop and distribute news releases to publicize HVEM Flex patrols
- 1.2.2.6. Conduct community outreach to support HVEM Flex patrols
- 1.2.2.7. Develop localized media creative to support HVEM Flex patrols (required for TZT, optional otherwise.)

2. Secondary Tasks

2.1. *Generate awareness and news media around Target Zero Plan priorities*

- 2.1.1. Create unpaid media opportunities via social media, web, print, radio, PSA's, and other media formats

2.2. *Publicizing data trends and Target Zero Plan priorities based on fatality and serious injury data*

- 2.2.1. Deliver traffic safety presentations to the local Task Force, affiliated agencies, councils, commissions, employers, civic groups, and other stakeholders highlighting local trends and opportunities.

2.3. *Encourage training opportunities for alcohol/drug detection and effective prosecution*

- 2.3.1. Regularly communicate with local law enforcement and prosecuting agencies about training opportunities such as:

- *Blood Alcohol Content Training (BAC)*
- *Standard Field Sobriety Testing (SFST)*
- *Advanced Roadside Impaired Driving Enforcement (ARIDE)*
- *Traffic Safety Resource Prosecutor (TSRP)*

*2.4. Promote car seat technician training*

*2.4.1. Recruit candidates for car seat technician training*

*2.4.2. Promote local inspection stations and events*

*2.5. Encourage peer-delivered youth traffic safety awareness programs*

*2.5.1. Educate high school administrators and student leaders on available programs and resources for student led traffic safety programs*

*2.6. Educate parents around young driver issues*

*2.6.1. Inform parents about young driver risk and their roles in enforcing the elements of the Intermediate Driver's License*

*2.7. Coordinate state and local traffic safety activities with Tribal agencies*

*2.7.1. Conduct outreach to tribal partners regarding regional traffic safety activities and opportunities for collaboration*

Exhibit B  
to the  
Sample  
Contract  
FORM  
A 19-TZM  
(Rev. 5/13)



STATE OF WASHINGTON  
**INVOICE VOUCHER**

AGENCY USE ONLY	
AGENCY NO.	Program Manager

**WTSC ONLY**

Date \_\_\_\_\_

Project # \_\_\_\_\_

Approved By \_\_\_\_\_

Vendor's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.

BY \_\_\_\_\_  
CONTRACTOR SIGNATURE

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**AGENCY NAME**

Washington Traffic Safety Commission  
621 8<sup>th</sup> Ave SE, Suite 409  
PO Box 40944  
Olympia, WA 98504

**VENDOR OR CLAIMANT (Warrant is to be payable to)**

SWV #:

Fed ID #:

**Project Title: Target Zero Managers**  
**Inclusive Dates of Claim- From: \_\_\_\_\_ to: \_\_\_\_\_**

Submitted herewith for payment are expenditures made for services performed and/or supplies and materials received during the above period. Original documentation including time slips, invoices and vouchers are maintained with hosting agency. **Ensure duplicate copies of a time sheet summary, invoices, vouchers, etc. are attached. Invoice must be received by WTSC no later than the 15<sup>th</sup> of each month following the current billing cycle.**

	Project Budget	Expenditures Claimed This Period	Cumulative Expenditures to Date	Balance
Contractual Services	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Other	_____	_____	_____	_____
<b>TOTAL</b>	_____	_____	_____	_____

REF DOC SUF	TRANS CODE	M O D	FUND	MASTER INDEX		SUB OBJ	SUB SUB OBJECT	ORG INDEX	WORKCLASS ALLOC	COUNTY BUDGET UNIT	CITY/TOWN MOS	PROJEC T	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER
				APPN INDEX	PROGRAM INDEX											

ACCOUNTING APPROVAL FOR PAYMENT	DATE	WARRANT TOTAL	WARRANT NUMBER
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