

**STATE OF WASHINGTON
WASHINGTON TRAFFIC SAFETY COMMISSION**

REQUEST FOR PROPOSALS (RFP)

RFP NO. 19-002

PROJECT TITLE: Traffic Safety Coordinator – Pierce County

PROPOSAL DUE DATE: November 1, 2019
5:00 p.m.
Olympia, Washington, USA

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

ESTIMATED TIME PERIOD FOR CONTRACT: January 2020 – September 2022

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.

CONTENTS OF THE REQUEST FOR PROPOSALS:

1. Introduction
2. General Information for Responders
3. Proposal Contents
4. Evaluation and Contract Award
5. RFP Exhibits

TABLE OF CONTENTS

1. Introduction.....	3
1.1 Purpose and Background.....	3
1.2 Objective and Scope of Work.....	3
1.3 Deliverables.....	5
1.4 Minimum Qualifications.....	6
1.5 Funding.....	6
1.6 Period of Performance.....	7
1.7 Contracting with Current or Former State Employees.....	7
1.8 Definitions.....	7
1.9 ADA.....	8
2. General Information for Responders.....	8
2.1 RFP Coordinator.....	8
2.2 Estimated Schedule of Procurement Activities.....	9
2.3 Pre-proposal Conference.....	9
2.4 Submission of Proposals.....	9
2.5 Proprietary Information/Public Disclosure.....	10
2.6 Revisions to the RFP.....	10
2.7 Minority & Women-Owned Business Participation.....	10
2.8 Acceptance Period.....	11
2.9 Responsiveness.....	11
2.10 Most Favorable Terms.....	11
2.11 Contract and General Terms & Conditions.....	11
2.12 Costs to Propose.....	11
2.13 No Obligation to Contract.....	11
2.14 Rejection of Proposals.....	11
2.15 Commitment of Funds.....	11
2.16 Electronic Payment.....	11
2.17 Insurance Coverage.....	12
3. Required Proposal Contents.....	13
3.1 Letter of Submittal.....	13
3.2 Technical Proposal.....	14
3.3 Management Proposal.....	14
3.4 Cost Proposal.....	16
4. Evaluation and Contract Award.....	16
4.1 Evaluation Procedure.....	16
4.2 Evaluation Weighting and Scoring.....	16
4.3 Oral Presentations may be Required.....	17
4.4 Notification to Proposers.....	17
4.5 Debriefing of Unsuccessful Proposers.....	17
4.6 Protest Procedure.....	18
5. RFP Exhibits.....	19
Exhibit A Certifications and Assurances	
Exhibit B Service Contract Format including General Terms and Conditions (GT&Cs)	

1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The Washington Traffic Safety Commission, hereafter referred to as the AGENCY, strongly believes in the importance of reaching communities throughout the state to localize traffic safety improvement efforts. The AGENCY has a network of 17 traffic safety coordinators located throughout the state. They support local traffic safety efforts by developing and implementing strategies to assess the needs and capacity of the communities that they serve.

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

The AGENCY 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. Target Zero establishes the bold vision of eliminating traffic deaths and serious injuries by 2030. Effective traffic safety coordination at the local level is vital to the statewide efforts. For more information about Target Zero, visit the website at <http://targetzero.com>.

Traffic safety coordinators, also known as Target Zero Managers (TZMs) are responsible for the development, implementation, and overall management of local traffic safety programs. They monitor federal and state funded traffic safety projects throughout a designated area and collaborate with a diverse team of private, public, and non-profit stakeholders to effectively carry out proven strategies to reduce vehicular fatalities and serious injuries. They work closely with peers in analyzing complex problems and developing innovative solutions. Coordinators help to lead a local task force represented by law enforcement, engineering, public health, and other community organizations. Examples of their work include:

- Coordinate Click It or Ticket public outreach and law enforcement patrols
- Give presentations at city council meetings to provide city leaders with traffic safety data and information about local projects to address identified needs
- Facilitate a task force focused on traffic safety in the region, bringing together representatives from law enforcement and other stakeholder groups
- Manage federal and state grant funding for traffic safety projects
- Research grant funding opportunities and assist task force agencies with developing funding proposals

The service region for this contract is WTSC Region 5 – Pierce County.

AGENCY intends to award *one* contract to provide the services described in this RFP.

1.2. OBJECTIVES AND SCOPE OF WORK

OBJECTIVES

1. Elevate the importance of traffic safety at the local level so community leaders will make traffic safety a priority as they establish local budgets and establish priorities of their staff.
2. Build broad support from diverse sectors of society for traffic safety solutions.
3. Engage and enroll a large number of diverse partners in the pursuit of improved traffic safety and leverage the resources and expertise of those partners in pursuing solutions.

4. Create a venue for non-traditional partners to engage in productive dialogue that could surface new solutions to advance traffic safety. Influence the community norms around traffic safety in local communities so that more people are embracing positive driving behaviors.

SCOPE OF WORK

The CONTRACTOR shall perform duties as described in the Scope of Work below:

1. Determine/recruit diverse contributing partners motivated and willing to devote time to a needs assessment and its implementation strategies;
2. Conduct a needs assessment from available WTSC models that identify a local shared community vision, what needs to be learned about community needs, strengths, assets and existing positive norms, and the primary users and audience for the assessment.

Prior to the assessment, collect necessary local population, demographic, socioeconomic and traffic safety data that can be meshed with the statewide traffic safety data in Washington's Strategic Highway Safety Plan. (Examples include United Way Community Indicator data, Office of Superintendent of Public Instruction demographic county data, child fatality review data, city and county census information, Tacoma Pierce County and Lakewood Continuum of Care Plan to End Homelessness, Washington State University Extension Research Department's family data, alcohol and drug use trend reports/Pierce County Health Department and University of Washington, crime activity maps/ City of Tacoma and Pierce County, City of Tacoma bicycle/pedestrian technical advisory group publications, Optum Substance Abuse Managed Care Services, Pierce County Annual Report.

Determine who among existing task force members and community partners will set top priorities for action.

3. Create in a readable format a short summary of priorities and propose a timeline for adoption and implementation by the Pierce County Traffic Safety Task Force which includes both new and former priorities.
4. Develop a brief (4-5 page) planning and partnership document following the needs assessment that identifies the mission of the Pierce County task force (why it exists); the vision (where the task force and relevant community partners are headed over the next three years); and a strategic plan (the activities, programs and initiatives planned by the task force to create one voice and action plan for future local traffic safety improvements).

This plan should identify which existing programs and initiatives of the task force will ideally continue in order to meet traffic safety goals and which current efforts should be eliminated.

5. Implement a communications strategy that shares the results of the needs assessment with community individuals and organizations and utilizes up-to-date social norms content about traffic safety issues, especially drugged driving, from recently developed WTSC power point and other messaging platforms.

The strategy should involve the TZM, key task force leadership and community health, safety and LE partners who utilize social media, organizational websites, print media, community/town meetings, listening sessions, newsletters, and presentations and discussions at other organizations' meetings.

Examples of community organizations and individuals to whom assessment and traffic safety messages could be directed include: trauma/EMS/hospital services, fire departments, crime and violence prevention specialists, youth advocates, community neighborhood associations, human service agencies, juvenile and criminal justice personnel, corrections and probation staff, home owner association boards of directors, LE training and command staff meetings,

elected city and county leaders, transportation companies, DOT/road engineering/planning staff, victim’s advocates, driving instructors, school student leadership clubs, school administrators, homeless emergency services, bar/tavern associations, economic and community development leaders and civilian and command staff at Joint Base Lewis-McChord.

6. Advocate/apply for funding, provide technical assistance and oversee agency budget allocation as well as provide program oversight and liaison with the task force’s LEL for existing HVE, Target Zero Team, and traffic safety education programs including but not limited to:
 - County-wide, monthly DUI patrols conducted jointly by local, county and state law enforcement with media to change and maintain motorists’ behavior assisted year round, including during the Puyallup Fair, by special Target Zero DUI Teams who hunt for and arrest impaired drivers in Pierce County’s most serious crash zones;
 - DUI victim public dedications and the Home Safe Bar Programs paired regularly with DUI patrols;
 - Positive social norming messaging media buys in which the TZM obtains funds and provides messaging creative for radio, television, billboard and other messaging platforms on a variety of priority traffic safety issues. (Current billboard and radio buys are for impaired driving during the 2019 Puyallup Fair.);
 - Pierce County LE Phlebotomy/No Refusal Weekends expanded throughout Pierce County by the Pierce County Sheriff’s Department in collaboration with the Task Force;
 - Street Smarts, a public education and enforcement program focused on crossing, right of way, nighttime and roadside safety in three zones; and It’s a Fine Line, summertime emphasis patrols with social and other media aimed at curbing DUI, speeding, and run off the road crashes among riders and drivers that imperil riders;
7. Oversee agency grant allocation process with key task force leadership, providing technical assistance to finance and law enforcement agencies as LE agencies begin to bill WTSC directly in 2019/2020;
8. Provide activity summaries for all statewide and local HVE patrols as well as quarterly TZM narrative and data-based activity reports along with agency funding transfer requests;
9. Working with the WTSC, obtain training on state and federal regulations and adhere to them at all times.

This scope of work will be updated at least annually through the funding recertification process. The recertification process is described in section 1.5 Funding.

1.3. DELIVERABLES

Milestone OR Deliverable Description	Completed by Date	Completed by Date	Completed by Date
Determine/recruit diverse contributing partners to participate in traffic safety activities in Pierce County. This group should be comprised of representatives from a variety of sectors. Ex. Law Enforcement, Public Health, Engineering, Municipal Leadership, etc.	2/28/2020	12/31/2020	12/31/2021
Complete a traffic safety needs assessment for Pierce County. This assessment should be used as a foundation for	3/31/2020	3/31/2021	3/31/2022

how to prioritize issues and activities listed in the regional Program Plan.			
Develop or update a Program Plan that includes a selection of issues that the regional stakeholder group has identified as priorities and countermeasure strategies that will be followed to address them. This Program Plan will serve as a guiding document to set priorities for the next term of this contract (following the Federal Fiscal Year October-September).	06/30/2020	06/30/2021	06/30/2022
Facilitate traffic safety task force meetings at least quarterly.	09/30/2020	09/30/2021	09/30/2022
Conduct at least 2 presentations per quarter to leadership groups in the region. Utilize the Positive Community Norms approach in these presentations.	09/30/2020	09/30/2021	09/30/2022
Generate or support public outreach efforts through social media, web, print, radio, or other media formats. Utilize the Positive Community Norms approach in these activities.	09/30/2020	09/30/2021	09/30/2022
Conduct at least 1 event that is dedicated to a victim of a traffic safety crash.	09/30/2020	09/30/2021	09/30/2022
Support the recognition of law enforcement officers in the assigned region that perform at high levels at traffic safety enforcement and outreach.	09/30/2020	09/30/2021	09/30/2022
Provide training and support for WEMS usage for law enforcement agencies for HVE and other grants.	09/30/2020	09/30/2021	09/30/2022
Respond to emerging traffic safety concerns in the designated region. Ex. If a community experiences a cluster of crashes involving pedestrians, support the city's efforts to increase pedestrian safety.	09/30/2020	09/30/2021	09/30/2022
Attend trainings, workgroups, partner meetings, and other events as requested by the WTSC. Travel expenses to these events will be provided outside of this contract.	09/30/2020	09/30/2021	09/30/2022
Support efforts of local agencies in Pierce County to acquire funding for traffic safety activities.	09/30/2020	09/30/2021	09/30/2022
Provide technical assistance/management of WTSC funded grant programs in Pierce County.	09/30/2020	09/30/2021	09/30/2022

1.4. 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 Apparent Successful Contractor
- Demonstrate knowledge, experience, and an effective approach to addressing each of the items listed in the scope of work
- Four years project management experience

Desired qualifications include:

- Experience with law enforcement, city and county governments, and community coalitions
- Five years of experience managing projects funded by federal, state, and/or private grant funds, with experience in traffic safety or a related field
- Bachelor's Degree

- Local knowledge of traffic safety issues and programming in Pierce County

1.5. FUNDING

The AGENCY budgeted an amount not to exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000) for this work. Proposals in excess of TWO HUNDRED THOUSAND DOLLARS will be considered non-responsive and will not be evaluated. The Responder’s proposed hourly rate should consider all expected expenses related to travel within Pierce County.

Funding for this contract will be divided into 3 periods. An example is shown below using the maximum funding levels for this contract. Funds do not carry forward into the following period. Exact funding level for Year 1 will be prorated based on the specific starting date determined when the contract is executed based on a 12 month budget of \$70,000.

	Contractor time	Total
Year 1: Dec 2019 – Sept 30, 2020	\$60,000	\$60,000
Year 2: Oct 1, 2020 – Sept 30, 2021	\$70,000	\$70,000
Year 3: Oct 1, 2021 – Sept 30, 2022	\$70,000	\$70,000
Total for 3 year Contract	\$200,000	\$200,000

Attendance and participation in relevant national or state conferences and other relevant training and workgroup opportunities will be pre-approved by the AGENCY. Travel expenses related to these events located outside Pierce County will be reimbursed separately from the total contract amount listed here, unless agreed upon by both the AGENCY and the CONTRACTOR.

Any contract awarded as a result of this procurement is contingent upon the availability of funding and recertification approval by the WTSC. The recertification process includes the CONTRACTOR reporting the status of goals and objectives from the prior period, as well as a proposed scope of work for the upcoming period. This recertification will be done using a WTSC approved recertification form.

1.6. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is scheduled to begin no earlier than December 1, 2019, and end on September 30, 2022. 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 three years beyond the period of performance.

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 (ASC) – The Responder selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Communications Staff – AGENCY staff who support outreach efforts for traffic safety programs.

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

Finance Staff – AGENCY staff who manage fiscal operations.

High Visibility Enforcement (HVE) – AGENCY funded grants that utilize a specific enforcement model to reduce dangerous driving behaviors. HVE grant projects are only between the AGENCY and LE Agencies.

Law Enforcement Agency (LE Agency) – All law enforcement agencies that partner with the AGENCY, to include local police departments, sheriff's offices, Liquor and Cannabis Board, and the Washington State Patrol.

Law Enforcement Supervisor – Individuals who hold a supervisory role within a law enforcement agency and have the authority to approve Law Enforcement Officer activity.

NHTSA – National Highway Traffic Safety Administration. This federal agency is the funding source for this grant and will have access to its account in WEMS.

Program Manager – AGENCY staff who are directly responsible for supporting and monitoring grant funded projects.

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.

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.

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 Responder community to suggest various approaches to meet the need at a given price.

Target Zero Manager (TQM) – Individuals who act as traffic safety project coordinators in specific localized areas throughout Washington. These individuals are funded by the AGENCY.

Taskforce Rep – Individuals that participate in a local traffic safety task force. These individuals represent an interest in improving traffic safety in their region. Examples include staff from local law enforcement agencies, public works departments, taxi services, prosecuting attorney's offices, etc.

WTSC Enterprise Management System (WEMS) – The web-based grants management system used by the AGENCY. This system is used for invoicing and monitoring for all AGENCY funded grants and associated contracts.

1.9. ADA

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

2. GENERAL INFORMATION FOR RESPONDERS

2.1. 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	Jerry Noviello
E-Mail Address	Jnoviello@wtsc.wa.gov
Mailing Address	PO BOX 40944

Physical Address for Delivery	621 8th Ave SE, Suite 409 Olympia, WA 98504-0944
Phone Number	360-725-9897

Any other communication will be considered unofficial and non-binding by 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.

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

ID	Task Name	Business Days between steps	Finish
1	RFP Release Date	0	October 4, 2019
2	Responder Questions Due	10	October 18, 2019
3	AGENCY Posts Responses to Questions	5	October 25, 2019
4	Responder Proposals and Certifications Due	5	November 1, 2019
5	AGENCY Evaluates Proposals	9	November 15, 2019
6	Conduct Oral Interviews (if needed)	8	November 27, 2019
7	Announce Potential ASC	1	December 2, 2019
8	Debriefing Request Period	3	December 5, 2019
9	Debriefing Conference Period (if applicable)	3	December 10, 2019
10	Protest Period (if applicable)	3	December 13, 2019
11	Protest Response Period (if applicable)	5	December 20, 2019
12	Negotiate contract with ASC	6	December 27, 2019
13	Finalize and Award Contract	5	December 31, 2019
14	Projected Contract Start Date	1	January 1, 2020

The AGENCY reserves the right to revise the above schedule.

2.3. PRE-PROPOSAL CONFERENCE (Optional)

A pre-proposal conference is not scheduled for this bidding opportunity.

2.4. SUBMISSION OF PROPOSALS

The proposal must be received by the RFP Coordinator no later than 5:00 p.m. in Olympia, Washington, on 11/1/2019.

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 Responder to the offer. The AGENCY does not assume responsibility for problems with Responder's e-mail. If the AGENCY'S email is not working, appropriate allowances will be made.

Only e-mailed bids will be accepted. Hard copy or faxed bids will not be accepted. However sample documents will be accepted in hard copy, if needed.

Responders 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.

2.5. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

All proposals and any accompanying documentation submitted in response to this competitive procurement shall become the property of the AGENCY and will not be returned. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Director of the AGENCY or Designee, and the ASC. 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 Responder 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 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 Chapter 42.56 RCW, 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 twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the [public disclosure officer](#).

2.6. 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 in whole or in part, prior to execution of a contract.

2.7. 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 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 for MBE is 10 percent and for WBE, 4 percent, 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>.

2.8. ACCEPTANCE PERIOD

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

2.9. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Responder 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.

2.10. 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 Responder can propose. There will be no best and final offer procedure. The AGENCY does reserve the right to contact a Responder for clarification of its proposal.

The ASC 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 Responder'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.

2.11. CONTRACT AND GENERAL TERMS & CONDITIONS

The ASC 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 Responder to submit its own standard 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.

2.12. 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

2.13. NO OBLIGATION TO CONTRACT

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

2.14. 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.

2.15. COMMITMENT OF FUNDS

The Director of the AGENCY or 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.

2.16. ELECTRONIC PAYMENT

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

2.17. 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) business days of the contract effective date.

Liability Insurance

1. **Commercial General Liability Insurance:** Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. **Business Auto Policy:** As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance: In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The state of Washington, Washington Traffic Safety Commission, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
2. **Cancellation.** The state of Washington, Washington Traffic Safety Commission shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accordance with the following specifications.
 - Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner):
 - The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines):

- The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.
3. Identification. Policy must reference the state's contract number and the agency name.
 4. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Washington Traffic Safety Commission Risk Manager or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC
 5. Excess Coverage. By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

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. REQUIRED 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
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.

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 Responder 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 Responder 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 the 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 Responder (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 Responder does not have a UBI number, the Responder must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the ASC.
5. Location of the facility from which the Responder 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 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.

3.2. TECHNICAL PROPOSAL (SCORED)

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

1. Project Approach/Methodology – Include a complete description of the Responder's proposed approach and methodology for the project. This section should convey the Responder's understanding of the proposed project.
2. Work Plan - Include all project requirements and the proposed tasks, services, activities, etc., necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Responder's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of AGENCY staff. The Responder may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
3. Deliverables – Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work.

3.3. MANAGEMENT PROPOSAL

1. Project Management (SCORED)
 - a. Project Team Structure and Internal Controls - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, 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.
 - b. Staff Qualifications/Experience - 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 the project. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Responder 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.

2. Experience of the Responder (SCORED)

- a. Indicate the experience the Responder and any subcontractors have in the following areas associated with:
 - Experience working with state governments and state-level multi-agency projects.
 - Creation and writing of a user-friendly strategic plan document.
 - Layout and graphic design to format documents in print- and web-ready format.
 - Traffic safety strategies and terminology.
 - Working in a team environment with a diverse group of people.
- b. Indicate other relevant experience that indicates the qualifications of the Responder and any subcontractors for the performance of the potential contract.
- c. Include a list of contracts the Responder has had during the last five years that relate to the Responder'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.
- d. Provide professional resumes of each staff proposed to work on this project. Resumes should include education and certifications, work experience, and a list of similar project experience.

3. Related Information (MANDATORY)

- a. If the Responder 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 Responder'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 Responder 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 Responder'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 Responder'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 Responder 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 Responder 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.

5. OMWBE Certification (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the 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>.

3.4. COST PROPOSAL

The maximum fee for this contract must be Two Hundred Thousand Dollars (\$200,000) or less to be considered responsive to this RFP.

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

1. 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 Responder 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. The Responder must include an hourly rate and number of hours that will be used to complete this contract.

Costs for subcontractors are to be broken out separately.

Responders are required to collect and pay Washington state sales and use taxes, as applicable.

2. Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Responder'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 Responder for clarification of any portion of the Responder's proposal.

4.2. EVALUATION WEIGHTING AND SCORING

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

Technical Proposal – 45%		45 points
Project Approach/Methodology	15 points (maximum)	
Work Plan	15 points (maximum)	
Project Deliverables	15 points (maximum)	
Management Proposal – 35%		35 points
Project Team Structure and Internal Controls	10 points (maximum)	
Staff Qualifications/ Experience	10 points (maximum)	
Experience of the Responder	15 points (maximum)	
Cost Proposal – 20%	20 points (maximum)	20 points
TOTAL		100 POINTS

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.

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 Responder at the oral interview, if any, will be considered binding.

4.4. NOTIFICATION TO PROPOSERS

The AGENCY will notify the ASC 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 Responder 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 p.m. local time, in Olympia, Washington, on the third business day following the transmittal of the Unsuccessful Responder 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 each.

4.6. PROTEST PROCEDURE

Protests may be made only by Responders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Responder 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 p.m., 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.

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: 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 Responder that also submitted a proposal, 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:

- 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,
 - Reissue the solicitation document and begin a new process,
 - 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 ASC. 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 General Terms and Conditions (GT&Cs)

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 Responder 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 Responder 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

Washington Traffic Safety Commission

AND

<Insert Contractor Name and Contract Number>

THIS CONTRACT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and **<Insert Contractor Name>**, hereinafter referred to as “CONTRACTOR.”

CONTRACTOR contact info:

Name: _____
Address: _____
Email: _____
EIN#: _____

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. THE PURPOSE OF THIS CONTRACT

The purpose of this Contract is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) #20.600, for work to be accomplished under traffic safety grant project **<Insert Grant Number>**.

2. PERIOD OF PERFORMANCE

The period of performance of this Contract shall commence upon the date of execution by both Parties or **<Insert end date>**, whichever is later, and remain in effect until **<Insert start date>**, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

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

3.1 SCOPE OF WORK

<Insert Scope of Work here>

3.2 MILESTONES AND DELIVERABLES

The CONTRACTOR shall meet the milestones and make the deliverables as set forth in this section.

Milestone OR Deliverable Description	Completed by Date
<Insert Milestones Here>	

3.3 COMPENSATION

The cost of accomplishing the work described in the SOW will not exceed <Insert funding amount>.

Payment for satisfactory performance of the work shall not exceed this amount unless the Parties mutually agree to a higher amount in a written Amendment to this Contract executed by both Parties.

3.4 SUMMARY OF CONTRACT COSTS

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

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

4. DEFINITIONS:

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

4.1.1. "WTSC" shall mean the Washington Traffic Safety Commission of the state of Washington, any division, section, office, unit, or other entity of the WTSC, or any of the officers or other officials lawfully representing that WTSC.

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

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

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

CONTRACTOR. The terms "SUB-CONTRACTOR" and "SUB-CONTRACTORS" means SUB-CONTRACTOR in any tier.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

5. ACTIVITY REPORTS

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

6. ADVANCE PAYMENTS PROHIBITED

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

7. AGREEMENT ALTERATIONS AND AMENDMENTS

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

8. ALL WRITINGS CONTAINED HEREIN

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

9. ASSIGNMENT

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

10. ATTORNEYS' FEES

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

11. BILLING PROCEDURE

The CONTRACTOR shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted using a standard Form A-19 provided by WTSC or its pre-approved equivalent, or through the WTSC automated electronic system, as determined by the WTSC. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Contract, any claim for payment not already made

shall be submitted within 45 days after the expiration date of this Contract. All invoices for goods received or services performed on or prior to June 30 must be received by WTSC no later than August 10 of that same year. All invoices for goods received or services performed between July 1 and September 30 must be received by WTSC no later than November 15 of that same year. WTSC reserves the right to delay the processing of invoices until the activity reports required by Section 5 are received and approved.

12. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

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

13. COVENANT AGAINST CONTINGENT FEES

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

14. DISPUTES

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

14.2. The request for a dispute review (“Requestor’s Statement”) must:

14.2.1. Be in writing.

14.2.2. State the disputed issue(s).

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

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

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

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

14.4. The AGENT shall review the written statements and provide a resolution reply in writing to both Parties within 10 working days after receiving the second Party’s written response. The AGENT may extend this period if necessary to allow more time for review or to collect more information from the Parties by notifying both Parties.

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

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

15. GOVERNANCE

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

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

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Contract

15.2.3. Any Amendment executed under this Contract

15.2.4. Any SOW executed under this Contract

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

16. INDEMNIFICATION

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

16.2. The CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

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

17. INDEPENDENT CAPACITY

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

18. INSURANCE COVERAGE

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

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

19. LICENSING, ACCREDITATION AND REGISTRATION

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

20. OVERPAYMENTS AND ASSERTION OF LIEN

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

21. PRIVACY

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

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

22. PUBLICITY

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

23. RECORDS MAINTENANCE

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

this period.

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

24. RIGHT OF INSPECTION

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

25. RIGHTS IN DATA

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

25.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the CONTRACTOR assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

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

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

25.5. The CONTRACTOR may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications, including written, visual, or sound, contain

acknowledgment of the support provided by NHTSA and the WTSC. The CONTRACTOR shall disclose any discovery or invention derived from work performed under this project within a reasonable time after it is made to the WTSC, who will determine through NHTSA whether NHTSA or WTSC will seek patent protections pursuant to Title 35 USC, how any rights will be administered, and other actions required to protect the public interest.

26. SAVINGS

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

27. SEVERABILITY

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

28. SITE SECURITY

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

29. TAXES

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

30. TERMINATION FOR CAUSE

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

31. TERMINATION FOR CONVENIENCE

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

32. TERMINATION PROCEDURES

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

OF ASSETS" clause shall apply in such property transfer.

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

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

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

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

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

32.4.3. Assign to the WTSC, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and sub-contracts so terminated, in which case the WTSC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts.

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

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

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

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

33. TREATMENT OF ASSETS

33.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property

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

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

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

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

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

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

34. WAIVER

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

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

35. BUY AMERICA ACT

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

36. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

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

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

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

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

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

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

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

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

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

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

Transactions

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

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

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

37.1. The CONTRACTOR shall:

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

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

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

37.1.4. Notify the employee in the statement required by paragraph 37.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

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

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

38. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

39. FEDERAL LOBBYING

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

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

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

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

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

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

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

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

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

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

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

40.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every

solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

41. POLITICAL ACTIVITY (HATCH ACT)

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

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

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

43. STATE LOBBYING

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

44. DESIGNATED CONTACTS

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