

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
WASHINGTON TRAFFIC SAFETY COMMISSION**

Initials
WSU 
Other Party


THIS INTERAGENCY AGREEMENT (the “Agreement”) is by and between Washington State University, by and through its Professional Education unit, an institution of higher education and agency of the state of Washington (hereafter referred to as “WSU”), and the Washington Traffic Safety Commission, an agency of the State of Washington, located in Olympia, WA (hereafter referred to as “Agency”).

Initials
WSU 
Other Party


IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which WSU Professional Education (“WSU-PE”) will provide conference management services to the Agency.

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

a. Duties of WSU:

i. Program Development Support

1. Serve as a non-voting member of the Conference Planning Committee and attend Committee meetings in person or by teleconferencing as required.
2. Provide timelines as needed to Committee members at Committee meetings.
3. Serve as a unified point of contact for Committee communication, including general program information, speaker names, sessions titles)
4. Maintain a running draft of the program with updates of speakers, sessions, and other information.
5. Create agenda with direct input from the Chair, for Committee meetings.

ii. Financial Management

1. In conjunction with the Planning Committee, establish an event budget.
2. Maintain budget by tracking revenue and expenses managed by WSU-PE.
3. Provide second-column in the budget for revenues collected or expenses paid by the Agency.
4. Pay bills associated with contracts signed by WSU-PE, providing supporting paperwork.

iii. Virtual Platform Sourcing, Negotiation, and Management

1. Identify appropriate virtual event platform to meet Agency and event needs.
2. Negotiate to secure platform.
3. Design platform engagement to serve Agency and event needs.
4. Create a how-to log-in instructions to send to attendees ahead of event.

iv. Venue Sourcing, Negotiation, and Management

1. Coordinate venue selection based on criteria provided by Agency.

2. Contract negotiation pertaining to logistics items with selected hotel(s) as directed by Agency. The legal terms of the contract are the responsibility of the Agency.
 3. Manage contract obligations for venue.
 4. Serve as liaison to the venue for meeting specifications ahead of the event.
- v. Hotel Sourcing, Negotiation, and Management
1. Coordinate hotel(s) selection based on criteria provided by Agency.
 2. Contract negotiation pertaining to logistics items with selected hotel(s) as directed by Agency. The legal terms of the contract are the responsibility of the Agency.
 3. Manage contract obligations for hotel.
 4. Request routine hotel pick-up numbers.
 5. Serve as liaison to the hotel(s) ahead of the event.
- vi. Field Trip Coordination and Management
1. Coordinate logistics for field trips identified by the planning committee, including:
 - a. Transportation
 - b. Overnight lodging, if applicable
 - c. Food and beverage, if applicable
- vii. Transportation Sourcing, Negotiation, and Management
1. Create and distribute the transportation sourcing request for proposal.
 2. Coordinate transportation selection based on criteria provided by Agency.
 3. Contract negotiation pertaining to logistics items with selected hotel(s) as directed by Agency. The legal terms of the contract are the responsibility of the Agency.
 4. Manage contract obligations for transportation vendors.
- viii. Food and Beverage Negotiation and Management
1. Distribute catering request for proposal according to Agency specifications.
 2. Coordinate caterer selection based on criteria provided by the Agency.
 3. Provide Agency with an estimate on food and beverage costs in line with conference goals.
 4. Ensure food and beverage plans are in line with event use agreements.
 5. Obtain necessary permits, if necessary.
 6. Develop meeting specifications to communicate food and beverage, meeting room setup, and audio-visual needs to the venue based on the Agency's requests.
 7. Review final billing for accuracy.
 8. Collect dietary restrictions from attendees and communicate those to the catering provider.
- ix. Sponsor Registration and Management
1. Work with Agency and Planning Committee to design sponsor levels and associated prices and deliverables.
 2. Provide graphic design services for on 1-page sponsor packages flyer.

3. Distribute invitation communications to Agency-identified possible sponsors.
 4. Add sponsor registration to online registration portal.
 5. Coordinate deliverables for each registered sponsor.
 6. Track sponsorship registrations on budget.
- x. Exhibitor Management
1. Exhibit Hall Decorator Sourcing, Negotiation, and Management
 - a. Create and distribute the transportation sourcing request for proposal.
 - b. Coordinate transportation selection based on criteria provided by Agency.
 - c. Contract negotiation pertaining to logistics items with selected hotel(s) as directed by Agency. The legal terms of the contract are the responsibility of the Agency.
 - d. Manage contract obligations for transportation vendors.
 2. Exhibitor Registration and Management
 - a. Work with Agency and Planning Committee to design exhibitor packages.
 - b. Provide graphic design services for one exhibitor packet.
 - c. Distribute invitation communications to agency-identified possible exhibitors.
 - d. Add exhibitor registration to the online registration portal.
 - e. Coordinate deliverables for exhibitors.
 - f. Track exhibitor registrations on budget.
- xi. Audio Visual Negotiation and Management
1. Work with in-house audio-visual provider.
 2. Distribute an RFP for potential outside audio-visual providers per Agency request.
 3. Assess audio visual needs with Agency and coordinate appropriate arrangements.
- xii. Logo Creation
1. Create three event logo options based on Agency request and color palate to select one logo.
 2. Provide up to three edits to chosen logo.
- xiii. Graphic Design
1. Provide graphic design services for one conference program.
 2. Provide graphic design services for conference signage and wayfinding signs for the venue.
- xiv. Event Website Creation and Hosting
1. Develop conference website including, but not limited to, pages such as:
 - a. Home Page
 - b. Registration Page
 - c. Travel & Accommodations Page
 - d. Sponsor Page

- e. Exhibitor Page
 - f. Committee Members Page
 - 2. Host website for up to 60 days after the event.
 - 3. Upload/update event-related content as directed by the Agency.
- xv. Registration Management
- 1. Design and facilitate online registration for sponsors, exhibitors, speakers, and attendees.
 - 2. Collect pertinent information through registration related to needs of the conference, including name, address, affiliation, any catering accommodations, and any AD accommodation needs.
 - 3. Receive and process registrations online.
 - 4. Collect payments by Visa, MasterCard, American Express, Discover Card, check, and WSU ISD.
 - 5. Email registration confirmation emails upon receipt of registration.
 - 6. Manage refunds according to conference policy.
 - 7. Execute collection efforts on outstanding balances for up to 60 days after the conference or event.
 - 8. Prepare standard attendee nametags, including basic lanyard and name badge holder with conference logo, first and last name, company, and one other data item from registration questions.
- xvi. Registration Custom Reports Scheduled
- 1. Provide custom reports regularly scheduled to be emailed directly from the registration system to email addresses identified by the Agency.
- xvii. Customer Service and Attendee Communication
- 1. Provide and manage email and phone number for potential participant registration questions.
 - 2. Handle customer questions related to conference activities.
 - 3. Send reminder information to registered attendees as needed.
- xviii. Conference App
- 1. Manage app set-up and upload required information.
 - 2. Update/upload event-related content as directed by Agency.
 - 3. Schedule push notifications as determined by Agency.
- xix. Speaker Management
- 1. Distribute speaker confirmation template letters to selected speakers including title, date, and time of presentation.
 - 2. Create custom speaker confirmation letters according to Agency needs.
 - 3. Distribute decline notifications to non-selected speakers.
 - 4. Gather speakers' presentations according to agreed-upon timeline.
 - 5. Obtain speaker audio-visual needs.
 - 6. Virtual Events: Schedule and manage speaker tests to ensure speakers know how to perform basic functions, such as screen sharing, prior to their presentation.

- xx. Travel Reimbursement
 - 1. Secure paperwork and issue reimbursement for travel for speakers, committee, and other attendees as determined appropriate by Agency.

- xxi. ADA Coordination
 - 1. Add accessibility question to registration to collect accessibility needs.
 - 2. Distribute accessibility guidelines to speakers for any papers or presentations to be posted on a WSU-PE hosted website.
 - 3. Coordinate accessibility services approved by the Agency based on identified needs.

- xxii. Onsite Management, In Person and Virtual
 - 1. Information Desk—provide 2 staff members for 3 conference days plus two travel days to provide support.
 - 2. Venue / Virtual Platform
 - a. Serve as onsite liaison for venue arrangements to ensure rooms sets are as ordered for venue.
 - b. Manage virtual platform informational questions.
 - c. Review final bill for accuracy in what was provided.
 - 3. Caterer
 - a. Serve as onsite liaison for catering arrangements to ensure sets are as ordered.
 - b. Review final bill for accuracy in what was provided.
 - 4. Audio-Visual
 - a. Serve as liaison for audio-visual arrangements to ensure sets are as ordered.
 - b. Review final bill for accuracy in what was provided.
 - 5. Accessibility Coordination
 - a. Serve as onsite liaison for accessibility arrangements to ensure arrangements are as ordered.
 - b. Review final bill for accuracy in what was provided.
 - 6. Speakers
 - a. Preload speaker presentations for those received by the submission deadline.
 - b. Manage terms of speaker contract as it pertains to onsite terms.
 - 7. Sponsors
 - a. Serve as onsite liaison to ensure sponsorship deliverables are accomplished.
 - 8. Exhibitors
 - a. Serve as onsite liaison for exhibit hall decorator and exhibitors.
 - b. Review final decorator bill for accuracy in what was provided.
 - 9. Volunteer Management
 - a. Assist Agency-provided volunteers in navigating opportunities to assist with event support.

- xxiii. Post-Conference Analysis
 - 1. Create evaluations as direction of the Agency.

2. Distribute evaluations electronically to conference attendees, including follow-ups at times identified by the Agency.
3. Provide agency with data reports of evaluation results.

b. Duties of Agency:

The Agency's conference leader or Committee will plan and conduct all aspects of the program not assigned to WSU-PE as listed above and will cooperate with WSU-PE in carrying out its duties under this Agreement.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence June 15, 2024, and be completed on November 30, 2025 (the "Term"), unless terminated sooner as provided herein

III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Compensation for services shall be based on the following rates and in accordance with the following terms:

For contract term of date of signing through September 30, 2025

- A) Management Fee \$5,500.00 for securing venue and hotels.
Fee will be invoiced September 30, 2024.

For contract term of October 1, 2024 – end of contract

- A) Additional Management Fee \$38,500.00 (for a total management fee of \$44,000.00)
- B) Per person Fee: \$17 per registration record received.
- C) Credit Card processing fee of 3.5% of all revenue collected by credit card.
- D) Direct Expenses, including:
 - a. Mobile App Fee: \$3,000
 - b. Accessibility services, including but not limited to ASL interpreters, live transcription services, and accurate transcription services.
 - c. Printing Costs
 - d. Shipping/Mailing Costs
 - e. Overtime Costs
 - f. Travel associated with the management of this contract including Agency and committee meetings, site visits, and onsite management.
 - g. Virtual Platform Fees
- E) WSU currently charges an 8.7% administrative service fee on the management fee, per person fee, credit card fee, and overtime costs. The administrative service fee for Fiscal Year 2026, during which this event will be held, has not yet been determined. Should this fee change, the Agency will be responsible for the fee in effect at time of event.

IV. BILLING PROCEDURES

Should conference revenues not cover the cost of fees and expenses incurred by WSU-PE in the carrying out of this Agreement, Agency shall pay WSU-PE for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing. Penalties for late payments (defined as those paid beyond 30 thirty (30) days after receipt of invoice) shall be assessed at one percent (1%) per month.

Invoices shall be submitted to:
Washington Traffic Safety Commission
Attn: Shelly Baldwin
sbaldwin@wtsc.wa.gov

V. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VI. RIGHTS IN DATA

Unless otherwise provided, any data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSU. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

VII. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

VIII. MODIFICATION

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

X. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contracts terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XII. GOVERNANCE

This Agreement is entered into pursuant to an under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Addendum A; and
- d. Any other provisions of this Agreement, including materials incorporated by reference.

Initials
WSU
Other Party
PCP

Initials
WSU
Other Party
PCP

Initials
WSU
Other Party
PCP

XIII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XIV. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XV. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement 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 agreement, and to this end the provisions of this Agreement are declared to be severable.

XVI. ENTIRE AGREEMENT

This Agreement, together with the Addendum A, EXHIBIT A: WTSC Required Non-Discrimination Clause, and EXHIBIT B: Language Required when Using Federal Funds, which are attached hereto and incorporated herein by this reference, contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

Initials
WSU 
Other Party


XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU-PE is:

Name: Carrie Neppel
Email: carrie.neppel@wsu.edu

The Contract Administrator for Agency is:

Name: Shelly Baldwin, Director
Email: sbaldwin@wtsc.wa.gov

XVIII. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

WASHINGTON TRAFFIC SAFETY COMMISSION ("Agency")

Recommended by:

Signature: Wade Alonzo Date: 07/10/2024
Name, Title: Wade Alonzo, Program Director

Approved by:

Signature:  Date: 07/10/2024 Name,
Title: Pam Pannkuk, Deputy Director

WASHINGTON STATE UNIVERSITY ("WSU")

Recommended by:

Signature:  Date:
7/31/2024 Jennifer Cook, Director, Professional Education

Approved by:

Signature:  Date: 7/29/2024
Heather Davison, Contracts Manager, Procurement & Contract Services

Addendum A

- a) Washington State University and its officers, agents, employees and registered volunteers, when acting in good faith and within the scope of their official duties, are covered by the State of Washington's Self-Insurance Liability Program (SILP) and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against Washington State University and its covered entities in the performance of this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.
- b) Anything in this Agreement to the contrary notwithstanding, the parties expressly acknowledge and agree that (1) Washington State University's liability and indemnification obligations hereunder are subject to the coverage limits (as to type and amount) as described in the SILP, and (2) Washington State University will only provide a defense to Washington Traffic Safety Commission if the Office of the Attorney General for Washington determines that (a) coverage for the costs of the same are within the scope of the coverage afforded to Washington State University by the SILP and the Tort Claims Act, or (b) notwithstanding a lack of coverage for such defense costs, it is appropriate for Washington State University and the State of Washington to do so.

Initialed:
Washington State University:  Washington Traffic Safety Commission: 

EXHIBIT A: WTSC Required Non-Discrimination Clause

NONDISCRIMINATION.

- a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

EXHIBIT B: Language Required when Using Federal Funds



Additional WTSC/Federal Requirements

BUY AMERICA ACT

The Bidder will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the Bidder 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.

DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

1. Bidder (hereinafter in this section referred to as the “lower tier participant”), by providing the certification set out below, agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.
2. The certification in this clause is a material representation of fact upon which reliance is placed if a Contract is awarded. 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to which bidder’s bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting its bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The lower tier participant further agrees that, if awarded a Contract, 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 1200.
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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DRUG-FREE WORKPLACE

In accordance with the Drug-Free Workplace Act of 1988 (41 USC 8103 and 42 USC 12644), the Bidder shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Bidder's workplace and shall specify the actions that will be taken against employees for violation of such prohibition.
2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the Bidder'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.
3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by this section.
4. Notify the employee in the statement required by 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.
5. Take one of the following actions within 30 days of receiving notice under paragraph 1. 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the Bidder 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.

FEDERAL LOBBYING

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

GOVERNANCE

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

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

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

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

Bidder, if awarded a Contract, certifies that, during the performance of such Contract, bidder, as Contractor, agrees:

1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - 28 CFR section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
 - The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 - Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
 - Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal government); and
 - Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).
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.
 3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA

in a timely, complete, and accurate way. Additionally, the Bidder must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

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 Bidder under the Contract until the Bidder complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Bidder hereby gives assurance that it will promptly take any measures necessary to ensure that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA".
6. 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.

POLITICAL ACTIVITY (HATCH ACT)

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

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of WTSC or as otherwise required by law.

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

PUBLICITY

The Bidder 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 Bidder agrees not

to publish or use such advertising and publicity matters without the prior written consent of the WTSC.

RIGHT OF INSPECTION

The Bidder 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 Bidder shall make available information necessary for WTSC to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor shall upon request make available to the WTSC and the U.S. Secretary of the Department of Health & Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract.

RIGHTS IN DATA

WTSC and Bidder 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.

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

For Work Product delivered under the Contract that incorporates pre-existing materials not produced under the Contract, Bidder 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 Bidder 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.

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

The Bidder 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 Bidder 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.

SAFEGUARDING OF INFORMATION

The Bidder shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, 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 Bidder agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Bidder shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification, or loss. The Bidder shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Bidder and its Subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make it known to unauthorized persons without the express written consent of WTSC or as otherwise required by law. The Bidder agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The Bidder shall make the Personal Information available to amend as directed by WTSC and incorporate any amendments into all the copies maintained by the Bidder or its Subcontractors.

The Bidder shall certify its return or destruction upon expiration or termination of this Contract and the Contractor shall retain no copies. If the Bidder and WTSC mutually determine that return or destruction is not feasible, the Bidder shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

WTSC reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by WTSC. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The Bidder shall notify WTSC in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. The Bidder will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Bidder agrees to indemnify and hold harmless WTSC for any damages related to

unauthorized use or disclosure by the Bidder, its officers, directors, employees, Subcontractors or agents.

Any breach of this clause may result in termination of the contract and the demand for return of all Personal Information.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the WTSC may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the WTSC's discretion under those new funding limitations and conditions.

SITE SECURITY

While on WTSC premises, the Bidder, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

STATE LOBBYING

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

TREATMENT OF ASSETS

1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the Bidder, for the cost of which the Bidder 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 Bidder. Title to other property, the cost of which is reimbursable to the Bidder under this contract, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.
2. Any property of the WTSC furnished to the Bidder shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this contract.
3. The Bidder shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the Bidder, or which results from the failure on the part of the Bidder to maintain and administer that property in accordance with sound management practices.
4. If any WTSC property is lost, destroyed, or damaged, the Bidder shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

5. The Bidder shall surrender to the WTSC intellectual and material property or property furnished by WTSC related to this contract prior to settlement upon completion, termination, or cancellation of this contract.
6. All reference to the Bidder under this clause shall also include Bidder's employees, agents, or Subcontractors.