

The Washington Traffic Safety Commission

Through the

Yakima Police Department



Request for Qualifications and Proposals

No. 11310-QP

For:

Yakima County Target Zero Manager

Prepared by:
Yakima City/County Purchasing
129 North 2nd Street
Yakima, WA 98901
509-575-6093

March 1, 2013

**Notice to Applicants/Proposers
Request for Qualifications & Proposals (RFQP)
No. 11310-QP**

Notice is hereby given by the undersigned that sealed Requests for Qualifications and Proposals will be accepted in the office of Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **2:00 PM, March 22, 2013**. At such time, all Respondents names will be publicly read and proposals received will be opened and accepted for consideration for:

**Yakima County Target Zero Manager for
Washington State Traffic Safety Commission (WTSC)
Through the Yakima Police Department**

Request for Qualification & Proposal Packets are available in the office of the Purchasing Manager, City Hall, 129 N 2nd Street, Yakima, Washington, 98901. 509-575-6093. Packets are also available on the City's Purchasing Webpage at www.yakimawa.gov.

The City of Yakima reserves the right to reject any and all RFQP's.

Dated this 1st day of March, 2013.

(Seal)

Maria Mayhue, CPPB
Purchasing Senior Buyer

Publish on:
March 1st and 2nd

RFQP NO. 11310-QP

Yakima County Target Zero Manager Duties
For the
Washington Traffic Safety Commission
Through
Yakima Police Department

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Yakima County Target Zero Manager Duties
For the
Washington Traffic Safety Commission
Through
Yakima Police Department

This Request for Qualifications and Proposals (RFQP) invites responses from individuals interested in providing Target Zero Manager Services.

1. PURPOSE:

The purpose of this RFQP is to receive qualification packets from individuals interested in contracting with the Yakima Police Department to provide Yakima County Target Zero Manager Services as outlined in the RFQP specifications.

2. DEFINITIONS:

- A. YPD Yakima Police Department.
- B. City The City of Yakima.
- C. Applicant The person or firm submitting the proposal.
- D. Contractor The person or firm receiving award of contract.
- E. RFQP The Request for Qualifications and Proposals, including any amendments or other addenda hereto. In case of conflict between the proposal and exhibits, the RFQP governs.
- F. Analysis Committee The RFQP Analysis Committee is comprised of the RFQP Coordinator (named in section 4), Washington Traffic Safety Commission staff, members of the existing Yakima County Traffic Safety Task Force, and any other subject matter experts that WTSC/City of Yakima may select.
- G. Qualification Packet/Proposal The materials submitted by each Applicant in response to the RFQP, including all attachments.

3. RFQP ADMINISTRATION:

Upon release of this RFQP, all applicant communication should be directed in writing (email preferred) to the RFQP Coordinator listed below. Any oral communications with other City employees will be considered unofficial and non-binding on the City.

A. **RFQP Coordinator:**

Maria Mayhue, Senior Buyer
City of Yakima/Yakima County
129 No. 2nd Street
Yakima, WA 98901
Ph: 509-575-6094 Email: maria.mayhue@yakimawa.gov

B. **Preliminary RFQP Schedule**

Schedule is tentative and may be adjusted by the City as necessary.

	<u>Date</u>
RFQP Released.....	March 1, 2013
Qualification Packets Due	March 22, 2013 at 2:00 P.M.
Interviews, if requested.....	March 28, 2013
Analysis and recommendation of award	By April 5, 2013
Award by City Manager/City Council	April 16, 2013
Proposed Start Date.....	By April 22, 2013

The successful applicant will be offered the opportunity to enter into an Agreement with the Yakima Police Department to provide Yakima County Target Zero Manager Services for the WTSC/City of Yakima Police Department.

The City reserves the right to accept or reject any or all proposals if it is in the best interest of the City to do so.

4. AGENCY BACKGROUND:

The Washington Traffic Safety Commission is recognized as a national leader in traffic safety. The agency has developed a reputation for creating and implementing leading-edge strategies to curb driver behaviors that result in preventable and unnecessary loss of life on our state's roadways. Washington State's Strategic Highway Safety Plan: Target Zero lays out our mission: Eliminate deaths and serious injuries resulting from motor vehicle collisions by 2030. For more information about Target Zero, visit www.wtsc.wa.gov.

The Washington Traffic Safety Commission has funded a traffic safety task force coordinator/target zero manager position in Yakima County for over 20 years. This position has been housed in various local agencies and is part of a statewide network of county coordinators in the state's most populous areas. The Yakima County Target Zero Manager is instrumental in facilitating the work of the county's Traffic Safety Task Force. The Target Zero Manager is the

local entity responsible for the effective implementation of the strategies necessary to eliminate traffic deaths and injuries in Yakima County.

Under this Agreement, it is proposed that the Contractor will be housed in a City of Yakima owned facility. Exact location is to be determined.

Yakima Valley Statistical Information (Based on OFM 2011 estimates)

- Population - Yakima County – 244,700
- 14 cities and towns
- 4,296 sq. miles

Major Industries

Agriculture Yakima County ranks first in the United States in the number of all fruit trees. It produces more apples, mint, winter pears, and hops than any other county. Additional agricultural products include peaches, apricots, cherries, beef, and wheat, and award winning wines. Yakima County has surpassed Whatcom County as Washington's leading county for dairy production and cow numbers.

5. DEADLINE FOR DELIVERY OF QUALIFICATION PACKETS:

One original Qualification Packet/Proposal, with four (4) complete copies, shall be sealed and must be delivered no later than **2:00 P.M. PST, March 22, 2013** to:

City of Yakima
Clerk's Office
129 No. 2nd St.
Yakima, WA 98901

Qualification Packets/Proposals must be received and stamped in by 2:00 P.M. on March 22, 2013, in a sealed package labeled *RFQ No. 11310-QP Target Zero Manager*, with the date and time of proposal opening written on the face of it.

If you plan on attending the proposal opening, DO NOT BRING YOUR PROPOSAL WITH YOU INTO THE OPENING ROOM. It must be received and date stamped by the Clerk's Office. FAXED OR E-MAILED PACKETS WILL NOT BE ACCEPTED.

QUALIFICATION PACKETS RECEIVED AFTER 2:00 P.M. PST, March 22, 2013 WILL NOT BE ELIGIBLE FOR CONSIDERATION. THE DEADLINE WILL BE STRICTLY ADHERED TO. LATE PROPOSALS WILL NOT BE CONSIDERED. Qualification Packets, which do not include all requested information and required documentation, may be considered non-responsive.

6. SCOPE OF WORK:

Target Zero Manager duties will include, but are not limited to the following:

- A. Build consensus among diverse groups toward the development of comprehensive and collaborative traffic safety solutions.
- B. Lead a project team to include defining and prioritizing objectives, preparing work plans and schedules, and driving performance.
- C. Identify, acquire, and manage funding sources for local traffic safety projects.
- D. Create and utilize strategic and operational plans built on data-driven analysis.
- E. Deliver exceptional public presentations at media events and other meetings to educate constituents, promote ideas, and build knowledge and skills in stakeholders.
- F. Negotiate working agreements with partners and other service providers to include defining scope of work and other contractual terms, establishing evaluation criteria, and assuring compliance with state and federal requirements.
- G. Develop, implement, and monitor performance metrics and quality control processes to determine program effectiveness.
- H. Develop, coordinate, and actively participate in relevant conferences and training events.
- I. Manage financial resources by monitoring and evaluating expenditures from various funding sources, ensuring adherence to guidelines and contractual terms.
- J. Write reports and direct expenditures of federal and state funds for traffic safety activities.

7. MINIMUM QUALIFICATIONS:

The Yakima Target Zero Manager must meet the following qualifications:

- A. A Bachelor's degree in communications, business administration, public administration or a related field. Proven performance managing programs or other similar experience may be considered as a substitute for formal education.
- B. Experience managing projects from conception through the project lifecycle (e.g. planning, initiation, execution, coordination, monitoring, completion, and evaluation).
- C. Excellent communication skills including the ability to concisely and articulately write to and speak with diverse audiences.
- D. Due to the nature of the work and because the position may be housed at the City of Yakima Police Department, the Contractor must be able to successfully pass a criminal history check.

8. QUALIFICATION PACKET DOCUMENTS/SUBMITTALS:

Qualification Packet Requirements: Qualifications may be in the form of a letter, which is signed by an authorized agent, and should include a copy of the Applicant's resume.

The submitted qualifications should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFQP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the qualification packet should be on completeness, clarity of content and adherence to the presentation structure required by the RFQP.

Applicants should address the following areas in their submittal:

A. Experience:

- Address each item as listed in number 6, Scope of Work.
- Address each item as listed in number 7, General Requirements/Minimum Qualifications.

B. Cost Proposal

Submit a detailed cost proposal at a suggested rate of \$35/hour, not to exceed \$70,000 from date of award, (anticipated to be April 22, 2013), through June 30, 2014 (initial term) inclusive of reimbursement of approved costs.

Work related travel expenses other than two statewide Target Zero Manager conferences per year and approved national conference travel, which will be reimbursed at the current OFM published per diem rates <http://www.ofm.wa.gov/policy/10.90a.pdf>, are the responsibility of the Contractor.

C. References

List three professional references (with addresses, e-mail, and phone numbers), who are able to provide information regarding your ability to perform as Target Zero Manager.

D. Licenses

The successful contractor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

E. Insurance

Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance will be required of the Contractor and will be part of the resulting contract.

9. EVALUATION BY ANALYSIS COMMITTEE:

All qualification packets will be screened to determine whether the minimum requirements of the RFQP are met. The Analysis Committee will then evaluate those applications.

A. **Qualification Evaluation Criteria:** The following are the criteria, which will be used in the selection of applicants. These criteria are in addition to the minimum requirements of Section 7. A maximum score of 100 points will be used to evaluate applicants. Each of the following elements shall have the stated maximum point value:

	<u>Qualification and Experience</u>	<u>Points</u>
(1)	Capabilities: <ul style="list-style-type: none"> • Proven ability to successfully manage programs. • Proven ability to communicate in person and in writing. • Proven ability to work well with others. • Proven ability to meet timelines. 	40
(2)	Relevant Experience	30
(3)	Cost Proposal	15
(4)	References	5
(5)	Presentation/Interview	10
	TOTAL	100

10. POST EVALUATION EVENTS:

The Analysis Committee intends to complete contract negotiations with the successful applicant and execute the contracts per the schedule provided in Section 3, B. In the event of a negotiation impasse with any provider, the Analysis Committee reserves the right without penalty and at its sole discretion to:

- A. Reject the provider’s application and select the next best qualified provider; or
- B. Take no further action to continue award of contracts under this RFQP; or
- D. Reissue the RFQP with any changes the Analysis Committee deems appropriate.

11. OTHER INFORMATION:

A. **Reservation:** The City reserves the right to award the contract to the applicant that it deems to offer the best overall qualifications/proposal in its sole discretion. The City reserves the right to revise the RFQP schedule, to revise the RFQP and/or to issue amendments to the RFQP. The City also reserves the right to cancel or to reissue the RFQP in whole or in part prior to the execution of a contract. The City also reserves the right to refrain from contracting with any and all applicants. The release of the RFQP does not compel the City to enter into any contract pursuant to the RFQP.

The City reserves the right to correct obvious ambiguities and errors in the Applicant's proposal and to waive non-material irregularities and/or omissions.

B. **Withdrawal/Supplement of Proposals:** Applicants may withdraw or supplement their responses at any time prior to the response closing date and time. To accomplish this, a written request signed by an authorized representative of the applicant must be submitted to the RFQP Coordinator.

C. **Applicant's Cost to Develop Qualification Packet:** Costs for developing qualification packets in response to the RFQP are entirely the obligation of the Applicant and shall not be chargeable in any manner to the City.

D. **Applicants' Questions:** Any person contemplating submitting an RFQP who is uncertain as to the intended meaning of any part of the RFQP or other contract documents, or who finds discrepancies in, or omissions from the RFQP may request interpretation, clarification, or correction of this RFQP. Such request must be in writing and must be delivered to the RFQP Coordinator by mail, e-mail, or hand delivery not later than five (5) calendar days before the deadline for delivery of RFQP. The person submitting the request is responsible for its timely delivery. Any interpretation or correction of the RFQP will be made only by written addendum and will be mailed or delivered to each person receiving this RFQP, in addition to being posted on the City Purchasing webpage. Any information given to any applicant concerning the solicitation or any changes to the RFQP shall be provided in writing to all applicants to ensure that all applicants receive the same information relating to the RFQP. The City will not be responsible for any other interpretation, clarification, or correction of this RFQP. Applicants must acknowledge receipt of any addenda received in their response by either stating they received the addenda, or returning said addenda with their response.

Each applicant should verify that it has received all addenda to this RFQP by direct inquiry to the City Contact Person before submitting proposals.

E. **Clarification of Responses:** As part of the evaluation process, and at the discretion of the Analysis Committee staff, applicants may be asked to clarify specific points in their respective responses. The Analysis Committee reserves the right to request oral interviews of applicants.

Whether there will be interviews and who will be invited to make a presentation to the Analysis Committee will be at the sole discretion of the WTSC/City of Yakima.

F. Proprietary Material Submitted: Any information contained in the RFQP submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view an applicant's submittal, City of Yakima will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected applicant has been given an opportunity to seek a court injunction against the requested disclosure.

G. Public Disclosure: Proposals shall become the property of the City. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Applicant, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Applicant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Applicant is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Applicants, the City will not disclose RFPQ records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Applicant has an adequate opportunity to seek a court order preventing disclosure. The City will consider an Applicant's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

H. Protest Procedure: Any protest must be made in writing, signed by the protestor, and state that the Applicant is submitting a formal protest. The protest shall be filed with the City of Yakima Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to sownby@ci.yakima.wa.us. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests before award shall be filed five (5) days before the solicitation due date, and protests after the award shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Applicant:

Step I: Purchasing Manager and Division Manager of solicitation try resolving matter with protestor. All available facts will be considered and the City Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting Applicant.

Step II: If unresolved, within three (3) business days after receipt, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III: If still unresolved, within three (3) business days after receipt, the protest may be appealed to the City Manager (or his designee). The City Manager shall make a determination in writing to the Applicant.

Grounds for Protest

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

A matter of bias, discrimination, conflict of interest;

Solicitation unduly constrains competition or contains inadequate or improper criteria;

Errors in computing score;

Non-compliance with procedures described in the solicitation or City Policy.

Protest Determination

Each review and determination of the protest shall issue a decision that either:

Finds the protest lacking in merit and upholds the award; or

Finds only technical or harmless errors in the acquisition process and determines the City to be in substantial compliance and therefore reject the protest; or

Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or

Makes other findings and determines other courses of action as appropriate.

Timeframe

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

Award Announcement

Purchasing shall announce the successful bidder via City Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the Applicant received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested Applicants, Purchasing is not responsible to assure that Applicants receive the announcement. It is the responsibility of the Applicants to obtain the announcement from Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the City determines that one of the following applies:

The supplies or services to be contracted for are urgently required;

Delivery or performance will be unduly delayed by failure to make award promptly;

A prompt award will otherwise be advantageous to the City.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The City retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

**SAMPLE AGREEMENT
RFQP 11310-QP**

Yakima County Target Zero Manager Duties
For the
Washington Traffic Safety Commission
Through
Yakima Police Department

THIS AGREEMENT is entered into between the City of Yakima Police Department, 129 N 2nd Street, Yakima, WA 98901, and the Target Zero Manager "Contractor", more specifically identified as

Name: _____
Street: _____
City, State Zip: _____
Federal Tax I.D. No. 91-_____ [if none, Social Security No. ____ - ____ - ____]
Washington State Department of Revenue No. _____

WITNESSETH:

In consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. **Project.** The Contractor agrees to do all work and furnish all materials necessary for performing the work in accordance with this Agreement.
2. **Amendments.** This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties. All terms of the attached RFQP documents are incorporated herein by this reference.
3. **Consideration.** The **Washington Traffic Safety Commission (WTSC)**, through the Yakima Police Department shall compensate the Contractor at the rate of :

\$35/hr (Thirty five dollars and zero cents) {negotiable}, not to exceed \$70,000 from {date of award} through June 30, 2014 (initial term) inclusive of reimbursement of approved costs.

The WTSC shall not compensate the Contractor for mileage unless it is deemed extra-ordinary by the Contractor and supported in writing. Upon approval by WTSC, extra-ordinary mileage will be reimbursed at the current per diem rate(s) as established by the Office of Financial Management (OFM) <http://www.ofm.wa.gov/policy/10.90a.pdf> .

The Contractor will submit to the WTSC an itemized invoice for payment of qualifying extra-ordinary services (time and travel). The aforementioned amount shall be payable when billed to the WTSC through the Yakima Police Department. The bill shall include a breakdown of all charges and be submitted to: WTSC c/o Yakima Police Department, Attn: Target Zero Law Enforcement Liaison Sgt. Shawn Boyle, 129 N 2nd Street, Yakima, WA 98901.

4. **Expectations.** The WTSC has the following expectations of the Contractor:
- a. Lead and coordinate the Traffic Safety Task Force.
 - b. Plan and conduct regular meetings as agreed upon by parties.
 - c. Promote the value of membership to stakeholders.
 - d. Follow-up on meeting outcomes and action items.
 - e. Coordinate national high visibility enforcement mobilizations.
 - f. Manage the implementation of the Target Zero Teams project.
 - g. Lead news & paid media outreach efforts.
 - h. Author reports on traffic safety activities including mobilization results, monthly activity reports, etc..
 - i. Coordinate Corridor Safety Projects.
 - j. Plan, implement, and monitor local traffic safety projects such as Bar Safe Project and Party Intervention Patrols.
 - k. Involved in child passenger safety projects.
 - l. Create, update, and utilize a Traffic Safety Task Force Strategic Plan.
 - m. Develop and manage the Traffic Safety Task Force budget.
 - n. Coordinate the Victim Impact Panel (if applicable).
 - o. Develop traffic safety project proposals utilizing proven strategies or innovative proofs of concept.
 - p. Monitor adjudication of traffic-related offenses.
 - q. Conduct recognition and awards ceremonies.
 - r. Coordinate the activities of the Law Enforcement Liaison.
 - s. Manage web & social media presence for the Traffic Safety Task Force.
 - t. Facilitate school zone equipment requests among Schools and Law Enforcement Agencies.
 - u. Analyze emerging traffic safety data to identify problems and trends.
5. **Independent contractor.** The parties agree that, for the purposes of this agreement, the Yakima County Target Zero Manager is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of WTSC/City of Yakima. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that the WTSC/City of Yakima provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law. The Contractor will have an active account with the department of Revenue, other state agencies as needed, a Unified Business Identifier (UBI) number, and a separate set of books or records that reflect all items of income and expenses of the business that the individual is conducting.

The Contractor and any authorized subcontractors shall at all times be an independent Contractor and not an agent or representative of the WTSC/City of Yakima with regard to performance of the Services. The Contractor shall not represent that it is, or hold itself out as, an agent or representative of the WTSC/City of Yakima. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the WTSC/City of Yakima.

6. **Property Rights.** All records or papers of any sort relating to the WTSC and/or City of Yakima and to the project will at all times be the property of the WTSC and shall be surrendered to the WTSC/City of Yakima upon demand. All information concerning the Task Force and said project, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the WTSC.

7. **Work Made for Hire.** All work the Contractor performs under this agreement shall be considered work made for hire, and shall be the property of the WTSC. The WTSC shall own any and all data, documents, plans, copyrights, specifications, working papers, reports, and any other materials the Contractor produces in connection with this agreement. On completion or termination of the agreement, the Contractor shall deliver these materials to the WTSC.
8. **Nondiscrimination.** The Contractor agrees that he or she shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

9. **The Americans with Disabilities Act.** With regard to the services to be performed pursuant to this Agreement, Contractor agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.
10. **Assignment.** The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the WTSC/City of Yakima.
11. **Termination or Suspension.** Either party may terminate this contract upon thirty (30) days written notice sent by certified mail to the addresses listed above. The WTSC/City of Yakima may suspend work performed by the Contractor based on alleged inappropriate Contractor activities or action. Notification of a suspension of work performed and the subsequent conclusion and finding of a suspension investigation will be sent by certified mail to the address listed above.
12. **Indemnification and hold harmless.** Each party shall defend, indemnify and hold harmless the other party, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, damages, costs or judgments which result from the actions performed by the indemnifying party, its agents, employees, or subcontractors pursuant to this Agreement.

The Contractor shall, and hereby agrees to, release, save, otherwise hold harmless and indemnify WTSC/City of Yakima from claims, demands, damages, actions, causes of actions or other liability, injury, or harm caused by act or omissions, foreseen or unforeseen, negligent or otherwise, that would otherwise befall said WTSC/City of Yakima arising out of the Contractor's implementation of the terms of this contract.

13. **Insurance.** At all times during the life of this contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverages, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to WTSC/City of Yakima. The requirements contained herein, as well as the WTSC/City of Yakima or designee's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

- a. **Commercial General Liability insurance** at a limit of liability not less than \$1,000,000 Each Occurrence, and \$2,000,000 General Aggregate. Insurance shall be written on ISO occurrence form CG 00 01 or an alternate form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limiting Products Completed, Operations, or Contractual Liability Cross Liability. The WTSC and City of Yakima, its officers, employees, agents, and volunteers shall be named as Additional Insureds under the coverage with respect to the work performed under this agreement.
 - b. **Business Automobile Liability insurance** at a combined single limit of liability for bodily injury and property damage not less than \$1,000,000 Each Occurrence covering all Owned, Non-owned, Hired, and leased automobiles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equal or broader liability coverage. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - c. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.
14. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, and Commercial General Liability insurance:
 - a. The Contractors' insurance coverage shall be primary insurance as respects those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the WTSC/City of Yakima shall be in excess of the Contractor's insurance and shall not contribute to it.
 - b. The Contractor's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the WTSC/City of Yakima.
15. **Verification of Coverage.** Prior to execution of this agreement, Contractor shall furnish the WTSC/City of Yakima with original Certificates of Insurance and a copy of any amendatory endorsement, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.
16. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
17. **Laws, venue, jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
18. **Term and Renegotiation.** The term shall commence on the date of last signature and terminate on June 30, 2014, unless extended or sooner terminated per the terms and conditions of this Agreement. The period of performance may also be extended by mutual written agreement of the parties. The WTSC/City of Yakima may, at its option, extend the contract on a year to year basis as budget allows and subject to a successful price agreement.

19. **Federal Funding.** On the basis of the federal funding that is a part of the funding package for the services provided by the Contractor under the Contract, and to assure compliance with all federal regulations associated with services compensated with federal funds, in addition to the terms of the primary Contract, the contractor must also comply with the specific provisions of the attached Federal Funding Agreement, attached hereto as Exhibit A and fully incorporated herein. If there is any conflict between the terms expressed in the primary Contract and those set forth in Exhibit A, the terms and conditions in Exhibit A shall prevail.

By executing this Agreement, the undersigned Contractor hereby certifies under penalty of perjury under the laws of the State of Washington that the Contractor is a bona fide independent contractor pursuant to the rules and regulations of the Washington State Department of Revenue and, in the event it is determined that the Contractor is not a bona fide independent contractor, the City shall have the right to deduct all employment taxes, charges and penalties of any nature due as a consequence of this contract from any remaining funds due the Contractor and, in the event there are no funds due the Contractor, the Contractor agrees to reimburse the City for all such costs.

IN WITNESS WHEREOF, the parties have executed this Agreement by having their authorized representatives affix their signatures below.

CITY OF YAKIMA:

CONTRACTOR:

By: _____
Tony O'Rourke, City Manager

By: _____
Name, Title

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____
Name, Title

City Contract No. _____

Resolution No. _____

Federal Certifications and Assurances

It is hereby understood that this application and attachments hereto, when approved and signed by all concerned parties as indicated, shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this application and attachments, taken as a whole. This agreement is based on guidelines found in the Common Rule, the Office of Management and Budget (OMB) Circular A-102, in order to standardize and simplify federal grants.

- 1) **REPORTS** – The CONTRACTOR shall submit quarterly reports, a final report at end of the project, and submit special reports as outlined in the Project Agreement.
- 2) **COPYRIGHTS, PUBLICATIONS, AND PATENTS** – Where activities supported by this project produce original copyright material, the CONTRACTOR may copyright such, but the WTSC reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The CONTRACTOR may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other action required to protect the public interest.
- 3) **TERMINATION** – This project agreement may be terminated or fund payments discontinued or reduced by WTSC at any time upon written notice to the CONTRACTOR due to non-availability of funds, failure of the CONTRACTOR to accomplish any of the terms herein, or from any change in the scope or timing of the project.
- 4) **FISCAL RECORDS** – Complete and detailed accounting records will be maintained by the CONTRACTOR of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, state, or WTSC auditors shall have access to any records of the CONTRACTOR. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.
- 5) **FUNDING** – The CONTRACTOR will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by WTSC based on approved requests for reimbursement. If matching funds are required, the CONTRACTOR will expend them from nonfederal sources, which must be spent not later than 30 days following the completion of the project.
- 6) **COST PRINCIPLES AND GRANT MANAGEMENT** – The allowability of costs incurred and the management of this project shall be determined in accordance with OMB 2 CFR Part 225 and 49 CFR Part 18 for state and local agencies, OMB Circulars A-21 and A-110 for educational institutions, and OMB Circular A-122 for nonprofit entities.
- 7) **OBLIGATION FUNDS** – Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.

- 8) **CHANGES** – The CONTRACTOR must obtain prior written approval from the WTSC for major project changes including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, or project budget. The period of performance of the project, however, cannot be changed.
- 9) **INCOME** – Income earned by the CONTRACTOR with respect to the conduct of the project (sale of publications, registration fees, service charges, etc.) must be accounted for and income applied to project purposes or used to reduce project costs.
- 10) **BUY AMERICA ACT** – The CONTRACTOR will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- 11) **PURCHASES** – Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of the WTSC. The CONTRACTOR shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to the WTSC.
- 12) **Third Party Participants** – No contracts or agreements may be entered into by the CONTRACTOR related to this project, which are not incorporated into the project agreement and approved in advance by the WTSC. The CONTRACTOR will retain ultimate control and responsibility for the project. WTSC shall be provided with a copy of all contracts and agreements entered into by the CONTRACTOR. Any contract or agreement must allow for the greatest practical competition and evidence of such competition or justification for a negotiated contract or agreement shall be provided to the WTSC.
- 13) **PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES** – The CONTRACTOR agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.
- 14) **AMERICANS WITH DISABILITIES ACT** – In the performance of this agreement, the CONTRACTOR shall comply with the provisions of Title VI of Civil Rights Act of 1964 42 USC 200d, Section 504 of the Rehabilitation Act of 1973 29 USC 794 Chapter 49.60 RCW, and the Americans with Disabilities Act (42 USC § 12101, et seq.; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27). The CONTRACTOR shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in any terms and conditions of employment to induce taking affirmative action necessary to accomplish the objectives of this Act and denying an individual the opportunity to participate in any program provided by this agreement through the provisions of services, or otherwise afforded others.
- 15) **POLITICAL ACTIVITIES** – No funds, materials, equipment, or services provided in this project agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to pay any person to influence or attempt 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 loan or the entering in of any cooperative agreements.

16) **CERTIFICATION REGARDING FEDERAL LOBBYING** –

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

- 17) **SINGLE AUDIT** – State and local governments and nonprofit organizations that receive federal assistance are subject to the audit requirements of OMB Circular A-133.

18) **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT** –

The CONTRACTOR will report for each grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if - of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;

(i) The entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and (II) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) 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 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by the Office of Management and Budget in subsequent guidance or regulation.
- 19) **SEAT BELT POLICY** – No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.
 - 20) **POLICY TO BAN TEXT MESSAGING WHILE DRIVING** – The CONTRACTOR are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving.
 - 21) **DRUG FREE WORKPLACE** – In accordance with the Anti-Drug Act of 1988 41 USC 702-707 and Drug Free Workplace 42 USC 12644, WTSC has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantees of the CONTRACTOR and/or any such activity is prohibited in the CONTRACTOR's workplace.
 - 22) **DEBARMENT AND SUSPENSION** – The applicant certifies, by signature below, 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.

SAMPLE CERTIFICATE OF INSURANCE