

**STATE OF WASHINGTON**

**WASHINGTON TRAFFIC SAFETY COMMISSION**

**REQUEST FOR APPLICATION(S)**

**RFA #: 20-02**

**PROJECT TITLE: Tribal Traffic Safety Program Coordinator**

**PURPOSE:**

The primary purpose of this project is to save lives on tribal reservations in Washington State by advancing use of proven traffic safety strategies. This project will fund establishment of Tribal Traffic Safety Program Coordinator(s), who will:

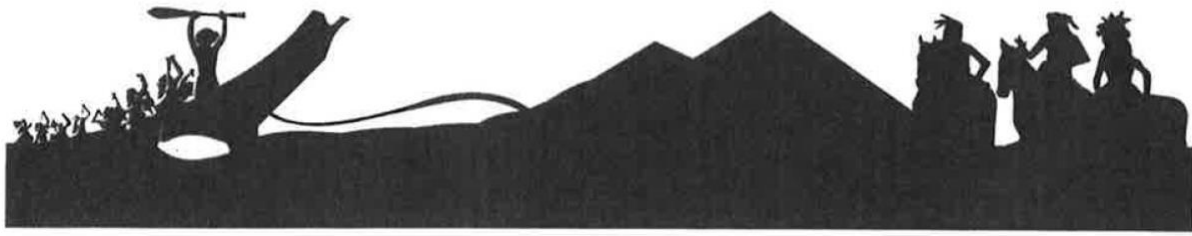
1. Lead an interdisciplinary group within their tribe that, at a minimum, includes representatives from the 4 E's (Enforcement, Education/Social Services, Engineering/Planning, Emergency Medical Services) to identify, collect, analyze and present tribe specific traffic safety-related data that currently exists in tribal agencies and organizations or is available from public sources such as WTSC. The interdisciplinary team is expected to communicate with – and regularly involve – tribal leadership.
2. Use the tribe-specific traffic safety data for tribal strategic planning, programming implementation, as well as to influence changes to tribal policies and procedures.
3. Organize groups, events, and activities to increase community awareness about traffic safety-related issues.

The specific deliverables for the project are detailed in “Project Deliverables and Scope of Work” on Page 5 of this RFA.

**PROPOSAL DUE DATE:**

December 15, 2019, 5:00 pm

Only applications submitted as email attachments will be accepted. Hard copy or faxed applications will not be accepted.



**ESTIMATED TIME PERIOD FOR CONTRACT:**

February 1, 2020 – September 30, 2021 – (20 months). There may be opportunities for continued support beyond that date, depending on Washington Traffic Safety Commission (WTSC) funding and effective performance on the contract by the successful applicant(s).

The WTSC also reserves the right to extend the contract for up to six months at the sole discretion of the WTSC.

**ELIGIBILITY:**

Eligibility is limited to federally-recognized tribes in Washington State.

Preference will be given to tribes demonstrating current and active participation in one – or more – of the following organizations or initiatives:

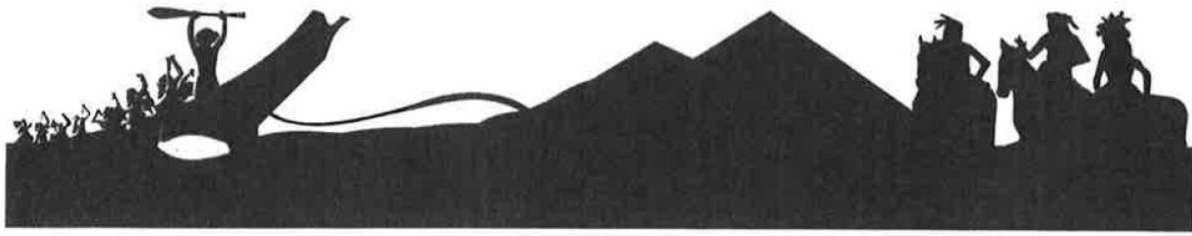
- Small Urban, Rural and Tribal Center on Mobility (SURTCOM) at Eastern Washington University
- Tribal Traffic Safety Advisory Board (TTSAB)
- Tribal Transportation Planning Organization (TTPO)
- Native American Tribal Enforcement Organization (NATEO)
- Northwest Portland Area Indian Health Board (NWPaiHB)
- Northwest Indian College
- Other (For example, Indian Health Services Injury Prevention Program)

**AVAILABLE FUNDING:**

The WTSC has budgeted \$233,333 in federal traffic safety funding available for this project for the period of February 1, 2020 – September 30, 2021

**NUMBER OF AWARDS:**

It is the intention of the Washington Traffic Safety Commission (WTSC) and the Tribal Traffic Safety Advisory Board (TTSAB) to make two awards.



## **MAXIMUM APPLICATION**

The total amount requested for support of the program cannot exceed \$70,000.00, including any indirect rate charged by the tribe for the program.

## **MATCH REQUIREMENT**

A match by the applicant of 10 percent of the awarded funds is required. Match can either be cash or in-kind. Examples of appropriate in-kind match include office space, travel, and the purchase of materials needed for community-level traffic safety initiatives. Applicants must describe how the match requirement will be met in their application materials.

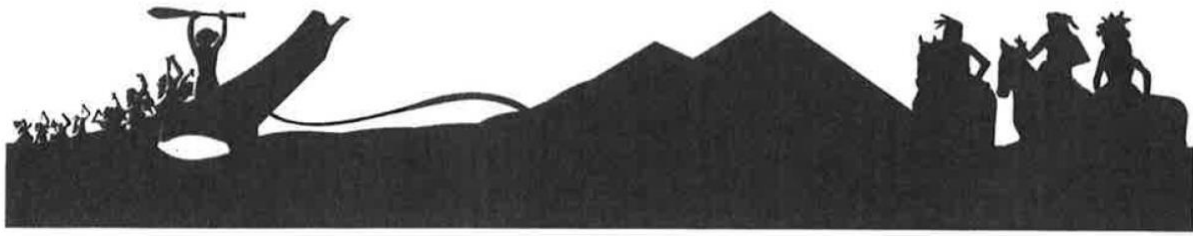
## **APPLICATION COORDINATORS**

The Application Coordinators are the only points of contact at the WTSC for this procurement. All communication between the APPLICANT and the WTSC upon release of this application shall be with the Application Coordinators:

**Name:** Scott Waller  
**E-Mail Address:** [swaller@wtsc.wa.gov](mailto:swaller@wtsc.wa.gov)  
**Phone Number:** (360) 725- 9885

Or

**Name:** Erika Mascorro  
**E-Mail Address:** [emascorro@wtsc.wa.gov](mailto:emascorro@wtsc.wa.gov)  
**Phone Number:** (360) 725- 9882



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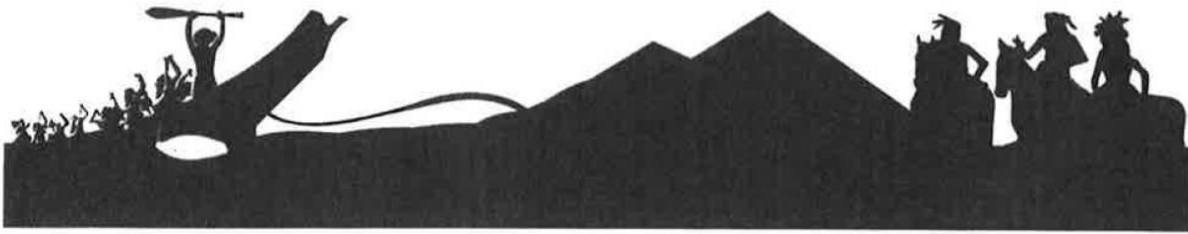
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## I. PURPOSE AND BACKGROUND

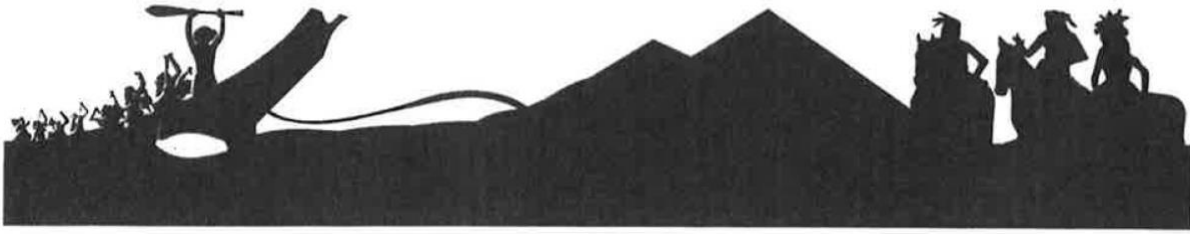
There are 29 federally-recognized Tribes in Washington State. Most tribes are in rural parts of Washington State. American Indian/Alaska Natives make up 1.9 percent of the state's population (143,176 people, as estimated by the Office of Financial Management in July 2018). But the rate of traffic fatality deaths for the AI/AN population is 4.4 times greater than the state rate. The fatality rate for several other high-risk driver behavior is even higher:

- 6.4 times greater than the state rate – fatalities involving people walking
- 5.8 times greater than the state rate – impairment-related fatalities
- 4.2 times greater than the state rate – speeding-involved fatalities
- 8.8 times greater than the state rate – fatalities involving unrestrained vehicle occupants.

From 2015-2017, 89 American Indians and Alaskan Natives (AIANs) died in traffic crashes in Washington State, including both reservation and non-reservation roadways. Data from 2008–2017, documents 257 AIAN traffic deaths in Washington State making, the AIAN traffic fatality rate 28.5 deaths per 100,000 people in the population. This rate is more than four times higher than the next highest death rate.

In addition to calculating death rates based on race/ethnicity, the tribal traffic safety community and partners also analyzed fatal and serious crash events occurring on reservations. From 2015-2017:

- There were 99 fatalities occurring on reservations, a 50% increase from 66 in 2014-2016. Of the 99 fatalities, 44 (44%) were AIAN deaths.
- There were 183 serious injuries on reservation roads, representing an increase of 6.4%. Since race/ethnicity information is gathered from death certificates, it is unknown how many of the serious injuries were AIANs.
- Most notably, the number of pedestrians or bicyclists killed on reservation lands increased 360% from 2012-14 to 2015-17, from five to 23.



- Pedestrians or bicyclists seriously injured on reservation lands increased 85.7%. Through the Centennial Accord, the State of Washington and the federally recognized Tribes have formally committed to working together, government-to-government, to address a number of common problems, including traffic safety issues.

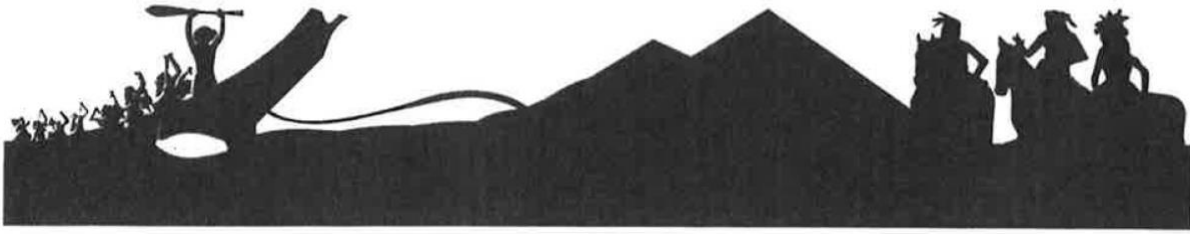
Today, Tribes play a vital role and are active partners with other agencies in addressing the goals identified in Target Zero, Washington State's Strategic Highway Safety plan. Transportation planning and engineering, as well as the human factors of traffic safety on Tribal lands, are important areas of focus in our state. Reservations in Washington often include a mix of Tribal, state, county, city, and Bureau of Indian Affairs (BIA) roads, that creates jurisdictional complexities with law enforcement, EMS, crash reporting, road maintenance, and capital safety projects. Adding an additional level of complexity, many tribes in the state hold properties that are non-contiguous to their reservations that provide vital services to their communities.

On a local level, there frequently is a lack of clear data for use in developing solutions for traffic safety problems. Further, since that data is often missing, many tribes cannot effectively participate in state, regional or local attempts to resolve problems.

### **Overview of this application**

With this application, the Washington Traffic Safety Commission hereafter called "WTSC," is seeking federally-recognized tribes in Washington State to apply for funding to support tribal traffic safety coordinators that will pursue three purposes:.

1. Organize an interdisciplinary group within their tribe that, at a minimum, includes representatives from the 4 E's (Enforcement, Education/Social Services, Engineering/Planning, Emergency Medical Services) to identify, collect, analyze and present traffic safety-related data about the specific tribe or reservation that currently exists in tribal agencies and organizations or is available from public sources such as WTSC. That the interdisciplinary team communicate with – and regularly involve – tribal leadership.
2. Incorporate that data into tribal strategic planning, programming and implementation with consideration and inclusion of potential changes to tribal policy and procedures.



3. Organize groups, events and activities to increase community awareness about traffic safety-related issues.

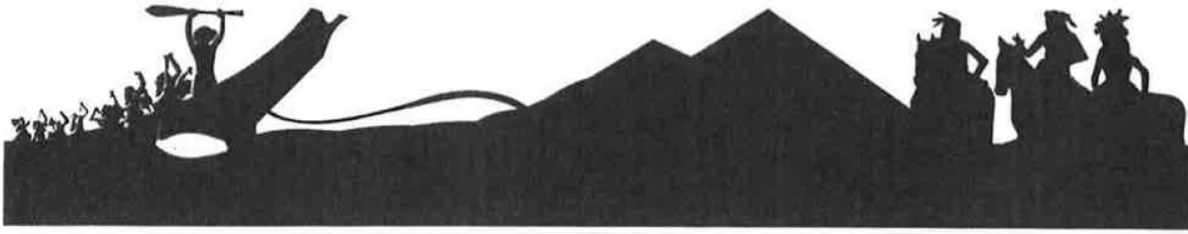
## **PROJECT DELIVERABLES AND SCOPE OF WORK**

By the end of the project period, the Tribal Traffic Safety Program Coordinator shall:

- Form an interdisciplinary traffic safety committee with regular meetings (within the first six months);
- Develop a structure of agendas and minutes for the interdisciplinary traffic safety committee meetings (within the first six months);
- Lead the interdisciplinary traffic safety committee in strategic and communications planning (within the first six months);
- Identify sources of data related to traffic safety that currently exist in tribal agencies and organizations and from other public sources;
- Develop methods and protocols for collecting and analyzing the data for traffic safety planning purposes;
- Identify and coordinate with technical assistance resources for help in analyzing and presenting the tribe's traffic safety data;
- Submit progress reports to Tribal Council with a regularity agreed upon by the Traffic Safety Program Coordinator and the Tribal Council;
- Develop and submit quarterly reports and a final report to WTSC, using tools and products supplied by WTSC, as required by the National Highway Traffic Safety Administration (NHTSA);
- Develop and implement at least four (4) culturally-relevant traffic safety initiatives. See Appendix E; and,
- Establish relationships with media, including, at a minimum, the tribe's website, Facebook pages and other social media platforms, newspaper/newsletter staff and other communications outlets to promote traffic safety initiatives.

## **MINIMUM QUALIFICATIONS**

The APPLICANT must have a federal DUNS number. Additionally, the APPLICANT must have a current State of Washington State Vendor Number (SVN) or provide a commitment that they will obtain an SVN number within thirty (30) calendar days of being selected as the Apparently Successful Applicant (ASA).



The APPLICANT must be willing and able to meet with the WTSC for meetings that are detailed in the contract, as well as to meet within two weeks if a non-scheduled in-person meeting is required at the WTSC offices in Olympia, or within 48 hours if a non-scheduled video or telephone conference is required.

Except for the application which shall be submitted in PDF format, the APPLICANT must be able to work with file formats compatible with Microsoft Windows operating systems for preparation of documents, reports, reviews and communications.

**FUNDING**

The WTSC has budgeted \$233,333 in federal traffic safety funding available for this project for the period of February 1, 2020 – September 30, 2021.

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

**PERIOD OF PERFORMANCE**

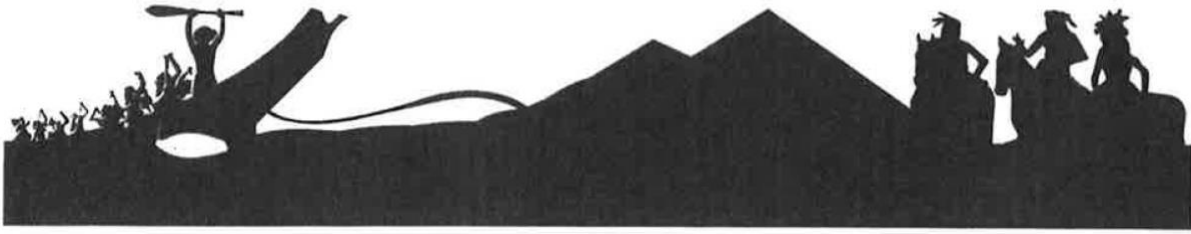
The period of performance of any contract resulting from this application is tentatively scheduled to begin on or about February 1, 2020 and conclude on September 30, 2021. Amendments extending the period of performance, if any, shall be at the sole discretion of the WTSC.

The WTSC reserves the right to extend the contract for up to six months beyond the period of performance.

**ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES**

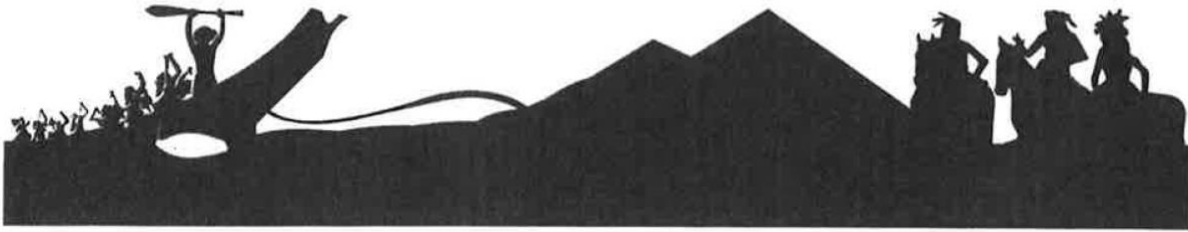
ID	Task Name	Business Days	Finish
1	Application Release Date	---	November 4, 2019
2	Contractor Questions Due to WTSC	5 days	November 7, 2019
3	WTSC Posts Responses to Questions	3 days	November 11, 2019
4	<i>Contractor Proposals Due to WTSC</i>	20 days	December 13, 2019





5	Contractor Response Certifications	1 day	December 16, 2019
6	WTSC Evaluates Proposals	3 days	December 19, 2019
7	WTSC Conduct Oral Interviews, if necessary	3 days	December 23, 2019
8	WTSC Announces Potential Apparently Successful Applicant	1 day	December 30, 2019
9	Debriefing Request Period	2 days	January 3, 2020
10	Debriefing Conference Period (if applicable)	3 days	January 6, 2020
11	Protest Period (if applicable)	3 days	January 9, 2020
12	Protest Response Period (if applicable)	5 days	January 13, 2020
13	WTSC Negotiate Contract with ASA	2 days	January 16, 2020
14	Finalize and Award Contract	2 days	January 31, 2020
15	<i>Projected Contract Start Date</i>	3 days	February 1, 2020

The WTSC reserves the right to revise the above schedule.



## II. APPLICATION INSTRUCTIONS

### APPLICATION COORDINATOR

The Application Coordinators are the only points of contact at the WTSC for this procurement. All communication between the APPLICANT and the WTSC upon release of this application shall be with the Application Coordinators:

**Name:** Scott Waller  
**E-Mail Address:** [swaller@wtsc.wa.gov](mailto:swaller@wtsc.wa.gov)  
**Phone Number:** (360) 725- 9885

Or

**Name:** Erika Mascorro  
**E-Mail Address:** [emascorro@wtsc.wa.gov](mailto:emascorro@wtsc.wa.gov)  
**Phone Number:** (360) 725- 9882

### SUBMISSION OF APPLICATIONS

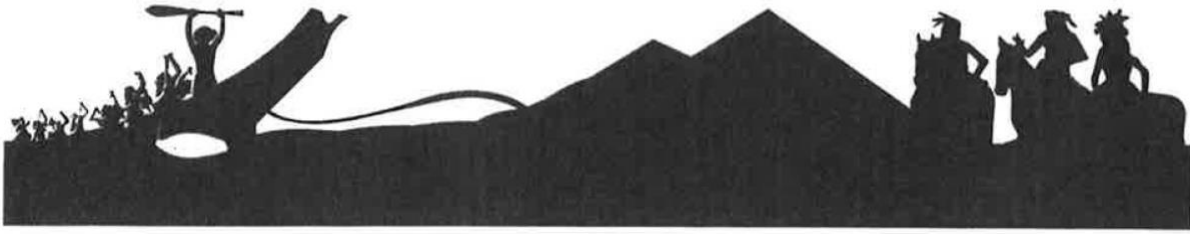
The application must be received Mandie Dell, [mdell@wtsc.wa.gov](mailto:mdell@wtsc.wa.gov), no later than 5:00 pm, in Olympia, Washington, on December 15, 2019.

### PROPOSAL CONTENTS

Proposals must be submitted electronically as an attachment to an e-mail to the Application Coordinators at the e-mail address (above). The application shall be submitted as a PDF document.

The cover submittal letter and the Certifications and Assurances form (Appendix B) must have a scanned signature of the individual within the organization authorized to bind the APPLICANT to the offer. The WTSC does not assume responsibility for problems with the APPLICANT'S e-mail.

Proposals must be written in English, have 1 inch margins and use 12 Point Arial font.



Please ensure your application is submitted using the Application forms in Appendix A.

The "Presentation of Application" section for responses to this application shall be no longer than 12 pages. There are no page limits on "Proposed Timeline" and "Cost Proposal" sections.

The APPLICANTS can include samples of work or other materials that is related to the tribal traffic safety coordinator application in the "Presentation of Application" section, within the 12-page limitation. But no additional sample materials will be accepted as part of the submitted written application response.

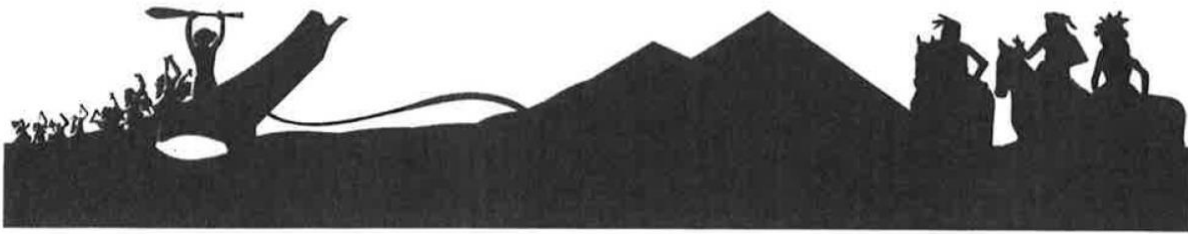
Participants in oral interviews (if the WTSC deems them necessary) are encouraged to provide samples of their work with other clients as part of their presentation as long as those materials are germane to the approach they are proposing for the project.

The APPLICANTS should allow sufficient time to ensure timely receipt of the proposal by the Application Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration unless WTSC's e-mail is found to be at fault.

Proposals must be submitted to the Mandie Dell, [mdell@wtsc.wa.gov](mailto:mdell@wtsc.wa.gov), in the order noted below:

1. Letter of Submittal (Letter, Certifications and Assurance, Project Identification Form)
2. Presentation of Application
3. Cost Proposal
4. Proposed Timeline

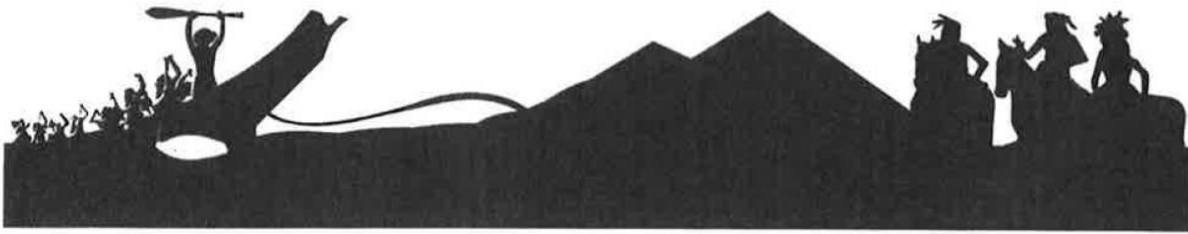
Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the APPLICANT in preparing a thorough response.



All items “mandatory” must have responses for the proposal to be considered responsive, even if the items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

## **1. LETTER OF SUBMITTAL (Mandatory but not scored)**

- A. The applicant should submit a Letter of Submittal using tribal letterhead acknowledging that they are applying for these funds and briefly why they think the funds are necessary and what they hope will be accomplished by having the funds. The Letter of Submittal must be signed and dated by a person authorized to legally bind the APPLICANT to a contractual relationship, e.g., the Chairman or Executive Director for the tribe.
- B. As part of the Letter of Submittal the applicant needs to provide a signed Certifications and Assurances form (Appendix B). That form also needs to be signed by a person authorized to legally bind the APPLICANT to a contractual relationship, e.g., the Chairman or Executive Director for the tribe.
- C. Finally, the form called “Letter of Submittal” (Appendix A) needs to be submitted with the following information:
  - i. Name of tribe;
  - ii. Dollar amount requested;
  - iii. Project Manager: name, title, phone, email, mailing address, and street address, if different;
  - iv. Authorizing Official with contracting authority: name, title, phone, email, mailing address, and street address if different;
  - v. Federal Employer Tax Identification number or Social Security number;
  - vi. Federal DUNS Number;
  - vii. State Vendor Number (SVN);
  - viii. Location of the facility from which the project would operate; and,
  - ix. Identify any state employees or former state employees employed or on the applicant’s governing board as of the date of the proposal. Include their position and responsibilities within the APPLICANT’S organization. If following a review of this information, it is determined by the WTSC that a conflict of interest exists, the APPLICANT may be disqualified from further consideration for the award of a contract.



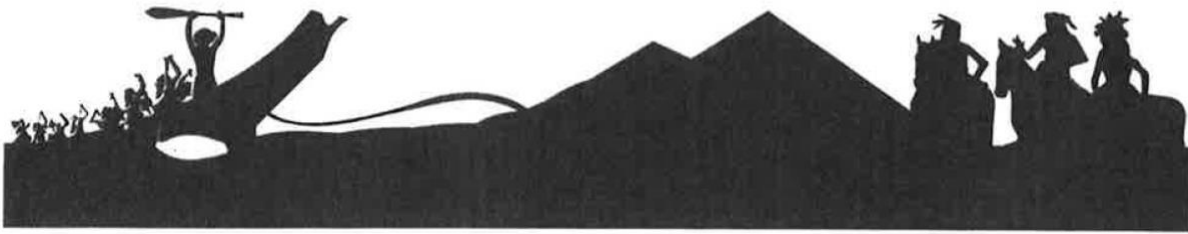
**2. PRESENTATION OF APPLICATION (Mandatory and Scored. Value – up to 70 points. 12 page limit.)**

- A. Describe whether the traffic safety program coordinator will be an employee or contractor;
- B. Describe the Tribe's traffic safety problems, such as traffic deaths and serious injuries;
- C. Detail how your tribe plans to create the ideal situation for success within the parameters of your tribe's existing structure and environment;
- D. Describe tribal-led current efforts – or efforts within the past two years – to increase traffic safety on the reservation;
- E. Describe how the traffic safety program coordinator will be selected (To assist you with the selection of the right candidate, see the draft job description in Appendix E);
- F. Describe how the traffic safety program coordinator will fulfill the deliverables; and,
- G. Include any supplemental documents as appendices which help present your case (examples include an organizational chart of tribal government and a transportation safety plan).

**3. COST PROPOSAL (Mandatory and Scored. Value – up to 20 points. Not counted against the 12 page narrative limit.)**

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The APPLICANT is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. The responder shall provide justification for all expenses identified in the Budget Quotation.

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

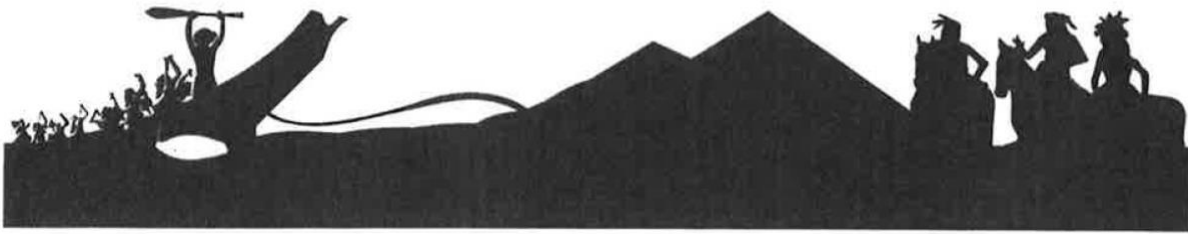


Describe the following and provide justifications for the identified items:

a.	Employee salaries and benefits
b.	Travel (includes in-state and out-of-state travel)
c.	Contract Services (usually involves a 3rd party service provider)
d.	Goods or other expenses (examples: office/printing supplies, postage, software, conference registration fees)
e.	Equipment
	Indirect costs – The maximum indirect that can be claimed without an approved federal indirect rate shall be 10 percent. Indirect percentages must be documented by a letter from a federally cognizant agency or from the tribe. A copy for the approved federal rate letter must be provided with the application in order to receive the higher indirect rate. Indirect costs can be applied only to items a-d in the budget. Applicants cannot separately budget for expenses such as phone, internet, computers, office furniture, office space, or utilities if they are claiming an indirect rate.
	Match Requirement – Describe how the match requirement will be met.  A match of 10 percent of the awarded funds is required. Match can either be cash or in-kind. Examples of appropriate in-kind match include office space, travel, and the purchase of materials needed for community-level traffic safety initiatives.

**4. PROPOSED TIMELINE (Mandatory and scored. Value - up to 10 points. Not counted against the 12 page narrative limit.):**

Present a proposed timeline that covers all elements of the Project Deliverables and Scope of Work (Page 5). Identify all key project development and implementation milestones.



### **III. RULES GOVERNING THIS REQUEST FOR APPLICATIONS (RFA)**

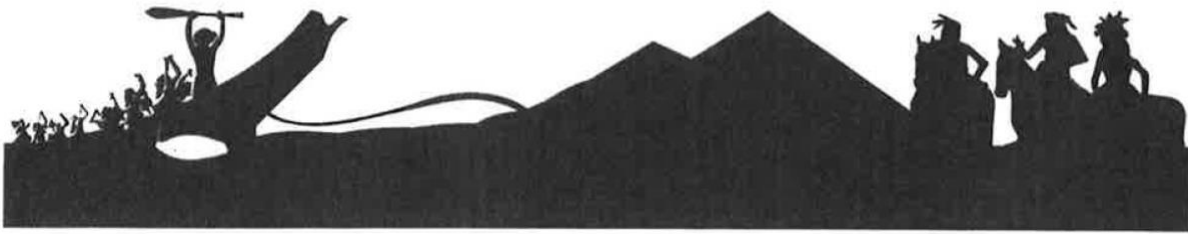
#### **A. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Proposals submitted in response to this competitive procurement shall become the property of the WTSC. All applications received shall remain confidential until the contract, if any, resulting from this application is signed by the Director of the WTSC, or his Designee, and the apparent successful Contractor; thereafter, the applications shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

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

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

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



## **B. REVISIONS TO THE APPLICATION**

In the event it becomes necessary to revise any part of this Application, addenda will be provided via e-mail to all individuals on the original distribution list plus anyone else who has made the Application Coordinators aware of their interest.

The WTSC also reserves the right to cancel or to reissue the application in whole or in part, prior to execution of a contract.

## **C. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

In accordance with RCW 39.19, the state of Washington encourages participation in all of its contracts by applicants certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of applications, no minimum level of OMWBE participation shall be required as a condition for receiving an award and applications will not be rejected or considered non-responsive on that basis.

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

## **D. ACCEPTANCE PERIOD**

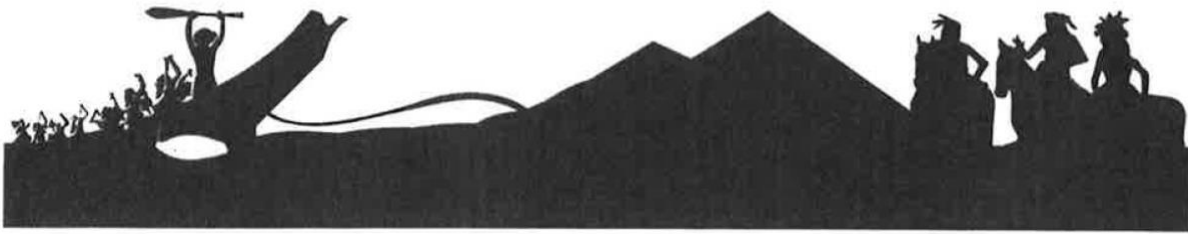
Proposals must provide 60 days for acceptance by WTSC from the due date for receipt of applications.

## **E. RESPONSIVENESS**

All applications will be reviewed by the Application Coordinators to determine compliance with administrative requirements and instructions specified in this RFA. The APPLICANT is specifically notified that failure to comply with any part of the RFA may result in rejection of the application as non-responsive.

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





## **F. MOST FAVORABLE TERMS**

The WTSC reserves the right to make an award without further discussion of the application submitted. Therefore, the application should be submitted initially on the most favorable terms which the APPLICANT can propose.

There will be no best and final offer procedure. The WTSC does reserve the right to contact an APPLICANT for clarification of its application.

The Apparently Successful Applicant should be prepared to accept this application for incorporation into a contract resulting from this RFA. Contract negotiations may incorporate some or all parts of the application. It is understood that the application will become a part of the official procurement file on this matter without obligation to the WTSC.

## **G. CONTRACT AND GENERAL TERMS & CONDITIONS**

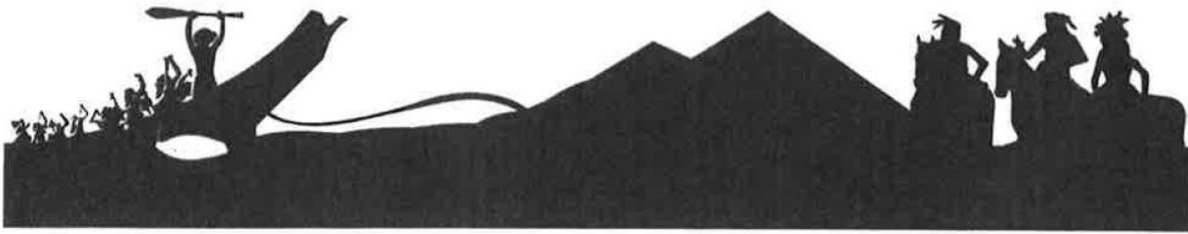
The Apparently Successful Applicant will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Appendix C. In no event is an APPLICANT to submit its own standard contract terms and conditions in response to this solicitation. The APPLICANT may submit exceptions as allowed in the Certifications and Assurances form (Appendix B) to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Certifications and Assurances form (Appendix B). The WTSC will review requested exceptions and accept or reject the same at its sole discretion.

## **H. COSTS TO PREPARE PROPOSAL**

The WTSC will not be liable for any costs incurred by the APPLICANT in preparation of an application submitted in response to this Request for Applications (RFA), in conduct of a presentation, or any other activities related to responding to this RFA.

## **I. NO OBLIGATION TO CONTRACT**

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



#### **J. REJECTION OF PROPOSALS**

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

#### **K. COMMITMENT OF FUNDS**

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

#### **L. ELECTRONIC PAYMENT**

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

#### **M. Personal Liability of Public Officers**

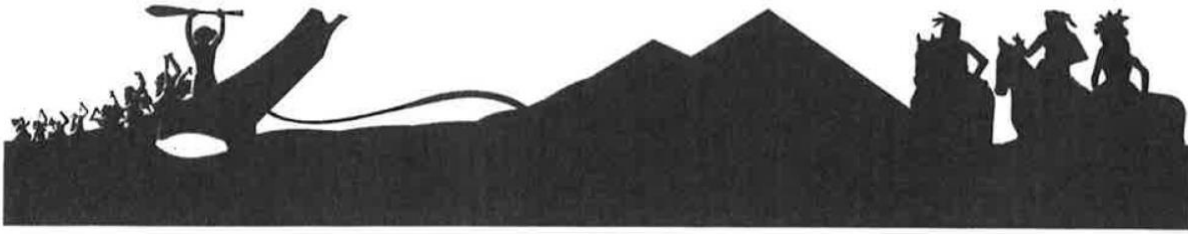
No officer or employee of the WTSC shall be personally liable for any acts or failure to act in connection with this program.

#### **N. Limitation of Liability**

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

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

Provided, however, that nothing herein shall require the a contractor for this program to indemnify and hold harmless or defend the WTSC, its agents, employees or officers to the extent that claims are caused by the negligent acts



or omissions of the WTSC, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this agreement.

The CONTRACTOR shall be deemed an independent CONTRACTOR for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of the WTSC.

The CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.

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

**O. Workers' Compensation Coverage**

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable.

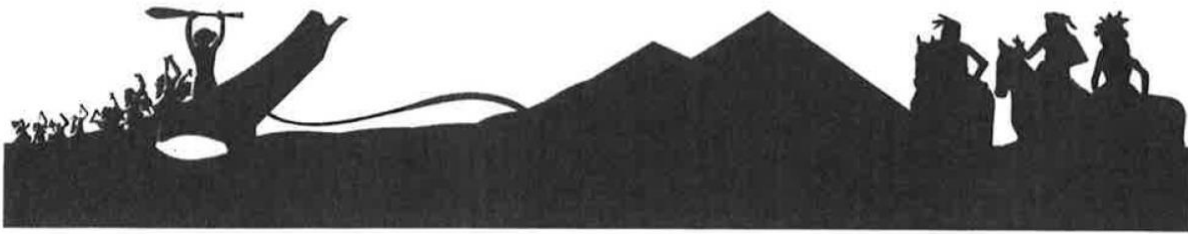
The state will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

**P. EVALUATION PROCEDURE**

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

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

The Application Coordinator may contact the APPLICANT for clarification of any portion of the application.



**Q. EVALUATION WEIGHTING AND SCORING**

The following weighting and points will be used to evaluate applications:

Application Content and Responsiveness - 70%	70 points
Cost Proposal – 20%	20 points
Project Timeline – 10%	10 points
<b>TOTAL</b>	<b>100 POINTS</b>

The WTSC reserves the right to award the contract to the APPLICANT whose application is deemed to be in the best interest of the WTSC and the state of Washington.

**R. ORAL PRESENTATIONS MAY BE REQUIRED**

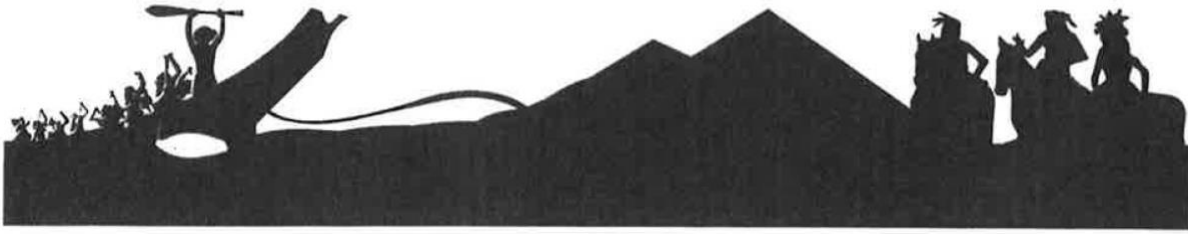
The WTSC may after evaluating the written applications elect to schedule oral presentations of the finalists. Should oral presentations become necessary, the WTSC will contact the top-scoring applicant(s) from the written evaluation to schedule a date, time, and location for oral presentations, if applicable.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

**S. NOTIFICATION TO APPLICANTS**

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

**T. DEBRIEFING OF UNSUCCESSFUL APPLICANTS**

Any APPLICANT who has submitted an application and been notified that they were not selected for contract award may request a debriefing. Debriefing requests must be received by the Application Coordinator no later than 5:00 PM local time, in Olympia, Washington, on the third business day following the transmittal of the Unsuccessful Applicant Notification.



- The debriefing must be held within three (3) business days of the request. Discussion at the debriefing conference will be limited to the following:
- Evaluation and scoring of the applicant's application;
- Critique of the application based on the evaluation;
- Review of the APPLICANT'S final score in comparison with other final scores without identifying the other applicants.

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

#### **U. PROTEST PROCEDURE**

Protests may be made only by The APPLICANTS who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the APPLICANT is allowed three (3) business days to file a protest of the acquisition with the Application Coordinator.

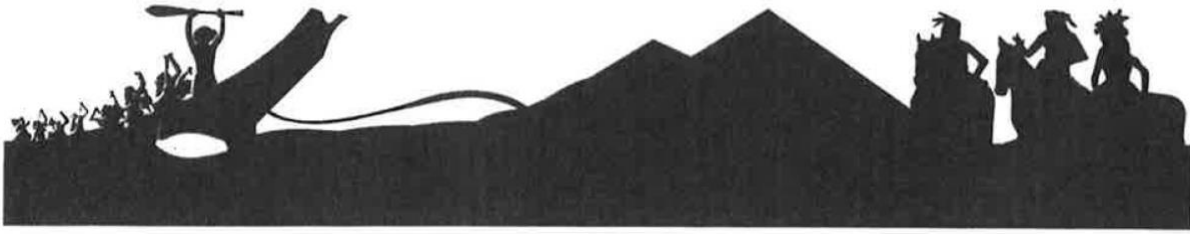
Protests must be received by the Application Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the third business day following the debriefing. Protests may be submitted by e-mail or facsimile, but must then be followed by the document with an original signature.

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

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

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

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;



- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or WTSC policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of an application, or 2) The WTSC'S assessment of its own and/or other agencies needs or requirements.

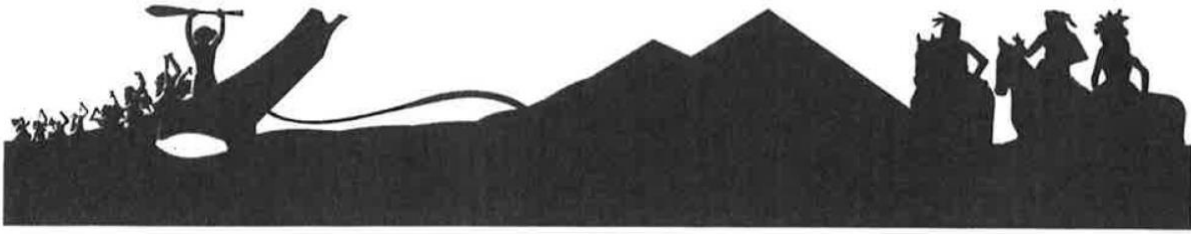
Upon receipt of a protest, a protest review will be held by the WTSC. The WTSC Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another APPLICANT that also submitted an application, such APPLICANT will be given an opportunity to submit its views and any relevant information on the protest to the Application Coordinator.

The final determination of the protest shall:

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

If the WTSC determines that the protest is without merit, the WTSC will enter into a contract with the Apparently Successful Applicant. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.



## **RFA EXHIBITS**

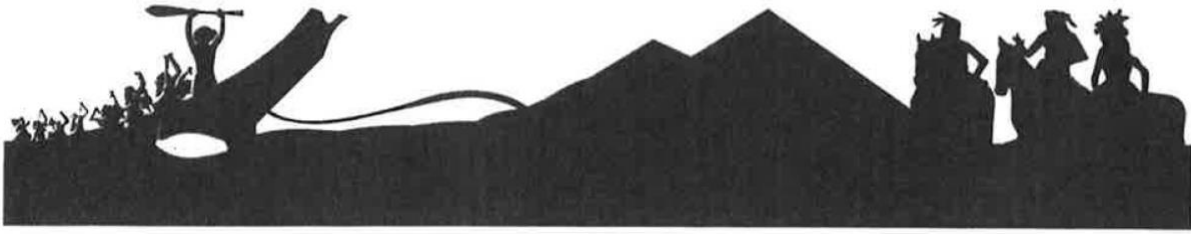
Appendix A – Application Forms

Appendix B - Certifications and Assurances

Appendix C - Vendor Contract Format including General Terms and Conditions (GT&Cs)

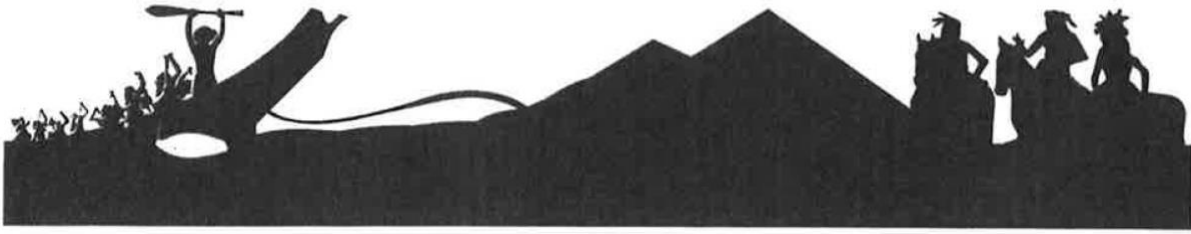
Appendix E - Draft Job Description for Tribal Traffic Safety Program Coordinator

Appendix E – Examples of Culturally-specific Traffic Safety Initiatives



**Appendix A – Application Forms**



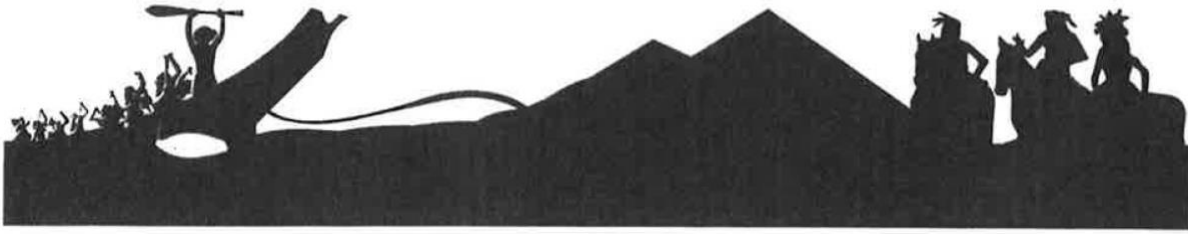


**1. Letter of Submittal (Mandatory but not scored)**

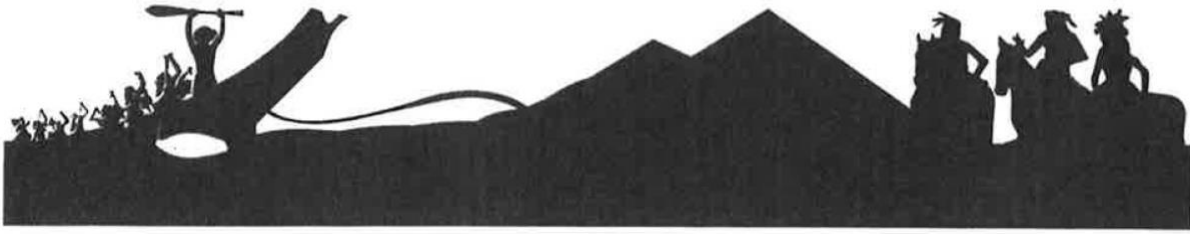
**There are three parts for the Letter of Submittal.**

- A.** *The applicant submits a letter on tribal letterhead acknowledging that they are applying for these funds and explaining briefly why they think the funds are necessary and what they hope will be accomplished by having the funds. This Letter of Submittal must be signed and dated by a person authorized to legally bind the APPLICANT to a contractual relationship, e.g., the Tribal Council Chair or Executive Director for the tribe.*
- B.** *Attach completed Certifications and Assurances form (Appendix B)*
- C.** *Then, complete the following Project Information Form and attach as part of the Letter of Submittal.*

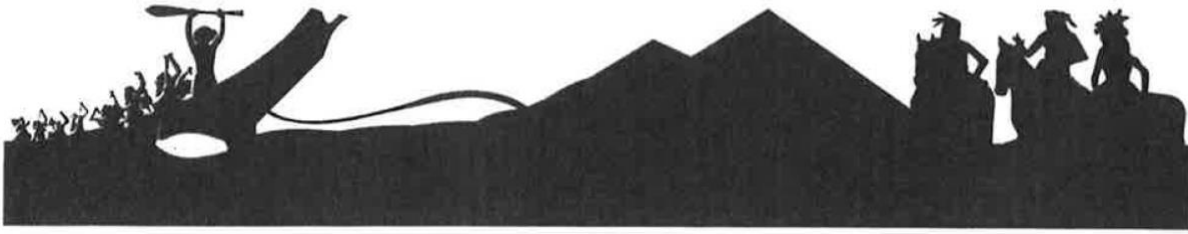
<b>i.</b> Name of tribe	
<b>ii.</b> Dollar amount requested	
<b>iii.</b> Project Manager:	Name:
	Title:
	Phone:
	Email:
	Mailing address:
	Street address (if different):
<b>iv.</b> Authorizing Official:	Name:
	Title:
	Phone:
	Email:



	Mailing address:
	Street address (if different):
<b>v.</b> Federal Employer Tax Identification number or Social Security number	
<b>vi.</b> Federal DUNS Number	
<b>vii.</b> State Vendor Number (SVN);	
<b>viii.</b> Location where the project will operate	
<p><b>ix.</b> Identify any state employees or former state employees employed or on the applicant's governing board as of the date of the proposal. Include their position and responsibilities within the organization.</p> <p>Note: Following a review of this information, the WTSC may determine that a conflict of interest exists. If so, the APPLICANT may be disqualified from further consideration for the award of a contract</p>	
<b>x.</b> Has your reservation attorney's office reviewed the attached contract template (Appendix C)?	Yes ____ No ____
<b>xi.</b> If yes, what (if any) changes are being requested to the contract template by the reservation attorney's office?	



- 2. APPLICATION QUESTIONS (Mandatory and Scored. Value – up to 50 points. 12 page limit. Please make sure to respond to each item.)**
- A.** Will the traffic safety program coordinator be an employee of the tribe or will they be a contractor? If they will be an employee, please describe what department they will work out of and where their workspace will be? If they will be a contractor, who in the tribe will be monitoring the contract to make sure that project goals are being met?
  - B.** Describe the traffic safety problems the tribe currently faces, such as traffic deaths and serious injuries
  - C.** Detail how the tribe plans to create the ideal situation for success of this project within the parameters of your tribe's existing structure and environment
  - D.** Describe tribal-led current efforts – or efforts within the past two years – to increase traffic safety on the reservation
  - E.** Describe how the tribal traffic safety program coordinator will be selected. Please also include a timeline for hiring to fill this position. (To assist you with the selection of the right candidate, see the draft job description in Appendix E)
  - F.** Describe how the tribal traffic safety program coordinator will fulfill the deliverables; and,
  - G.** Include any supplemental documents as appendices which help present your case – up to the 12-page limit. (Examples include an organizational chart of tribal government and web links to a tribal transportation safety plan).



**3. COST PROPOSAL (Mandatory and Scored. Value – up to 30 points. Not counted against the 12 page narrative limit.)**

Please use the template below to present your program budget for performing the services necessary to accomplish the objectives identified in this RFA.

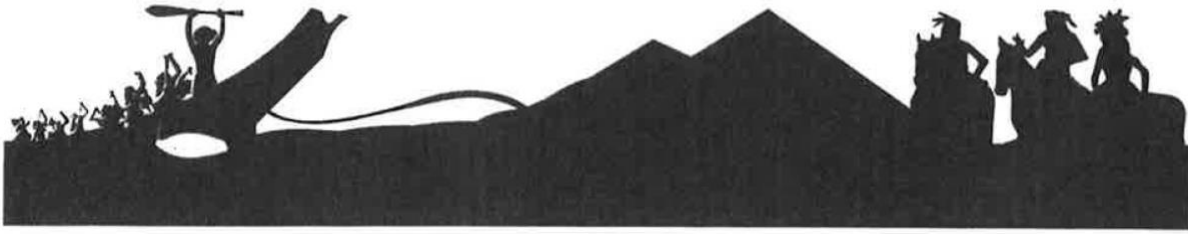
The APPLICANT's submitted budget needs to provide full details, including staff costs (salaries and benefits) and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract.

The APPLICANT shall provide justification for all expenses identified in Part B of the Cost Proposal.

Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

**A. Describe the following and provide justifications for the identified items:**

Summary Of Costs	Direct Cost Amount	Amount of Indirect	Percentage of Indirect
a. Employee salaries and benefits			
b. Travel (includes in-state and out-of-state travel)			
c. Contract Services (usually involves a 3rd party service provider)			
d. Goods or other expenses (examples: office/printing supplies, postage, software, conference registration fees)			
e. Equipment			
Total Direct Costs (Total a-d)			
Total Indirect Costs (Indirect costs for a-d)			
Total Requested Amount (Direct Cost + Indirect Cost)			



- B. Budget Justification** - Please provide a description about what costs are covered for each budget item, how the costs were calculated, and how the costs are related to your application.

Justification for Employee Salaries and Benefits

Justification for Travel

Justification for Contract Services

Justification for Goods or Other Expenses

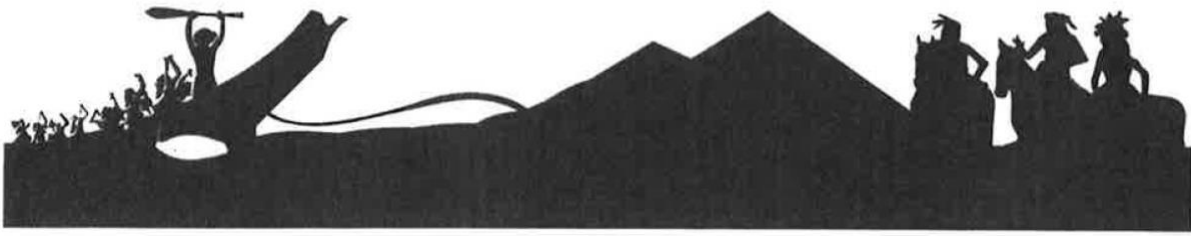
Justification for Equipment

**Note regarding Indirect costs** – The maximum indirect that can be claimed without an approved federal indirect rate shall be 10 percent. Indirect percentages must be documented by a letter from a federally cognizant agency or from the tribe. A copy for the approved federal rate letter must be provided with the application in order to receive the higher indirect rate. Indirect costs can be applied only to items a-d in the budget. Applicants cannot separately budget for expenses such as phone, internet, computers, office furniture, office space, or utilities if they are claiming an indirect rate.

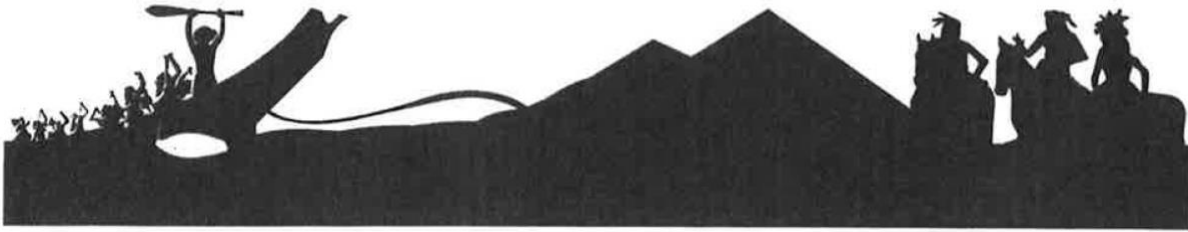
- C. Match Requirement** – Please describe how a match of 10 percent of the direct costs for items a-e in the budget will be provided. Match can either be cash or in-kind. Examples of appropriate in-kind match include office space, travel, and the purchase of materials needed for community-level traffic safety initiatives. Describe how the match requirement will be met.

**4. PROPOSED TIMELINE (Mandatory and scored. Value - up to 20 points. Not counted against the 12 page narrative limit.):**

- A.** Present a proposed timeline that covers all elements of the Project Deliverables and Scope of Work (Pages 6-7). Identify all key project development and implementation milestones.



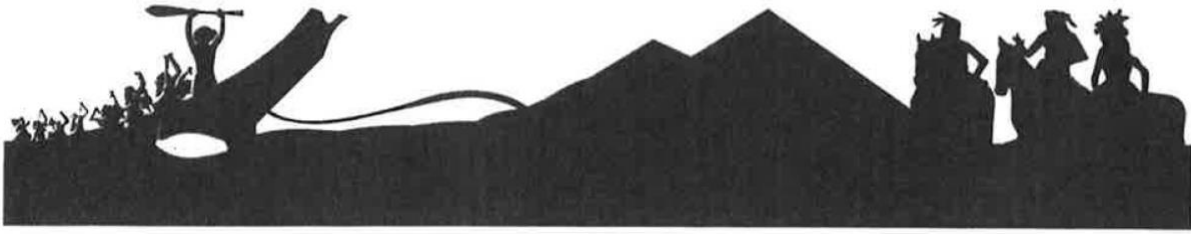
## **EXHIBIT B – Certifications and Assurances**



## **CERTIFICATIONS AND ASSURANCES**

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

1. I/we declare that all answers and statements made in the application are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single application.
3. The attached application is a firm offer for a period of 60 days following receipt, and it may be accepted by the WTSC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this application, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this application or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that the WTSC will not reimburse me/us for any costs incurred in the preparation of this application. All applications become the property of the WTSC, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this application.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the APPLICANT and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other APPLICANT or to any competitor.
7. I/we agree that submission of the attached application constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.



8. No attempt has been made or will be made by the APPLICANT to induce any other person or applicant to submit or not to submit an application for the purpose of restricting competition.
9. I/we grant the WTSC the right to contact references and other, who may have pertinent information regarding the ability of the APPLICANT and the lead staff person to perform the services contemplated by this RFA.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.
11. We (circle one) *are* / *are not* submitting proposed Contract exceptions. If Contract exceptions are being submitted, I/we have attached them to this form.

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

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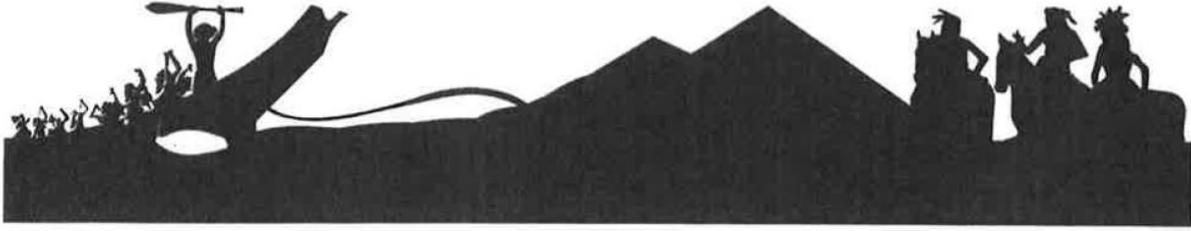
**Signature of APPLICANT**

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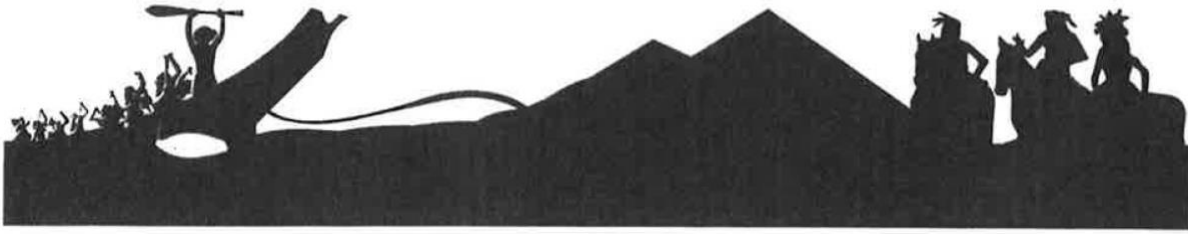
**Title**

**Date**





## **EXHIBIT C – WTSC Contract Template**



**INTERAGENCY AGREEMENT  
BETWEEN THE  
Washington Traffic Safety Commission  
AND**

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and “SUB-RECIPIENT.”

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

**1. PURPOSE OF THE AGREEMENT:**

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) #20.600, for traffic safety grant project \_\_\_\_\_.

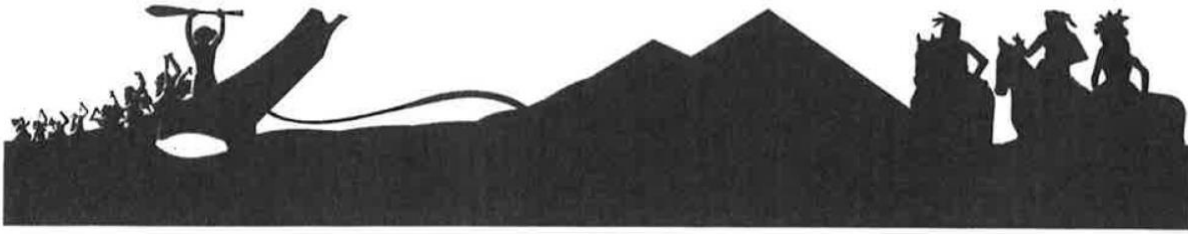
**2. PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than \_\_\_\_\_, and remain in effect until \_\_\_\_\_ unless terminated sooner, as provided herein.

**3. STATEMENT OF WORK**

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW).

**3.1 SCOPE OF WORK** (Note: The Scope of Work may change each year of this contract as part of the re-certification process necessary for continued funding.)



**3.2. MILESTONES AND DELIVERABLES**

<b>Milestone OR Deliverable Description</b> (Note: Milestones or Deliverables may change each year of this contract as part of the re-certification process necessary for continued funding.)	<b>Completed Date</b>
<div style="background-color: yellow; width: 100%; height: 15px;"></div>	<div style="background-color: yellow; width: 100%; height: 15px;"></div>

**3.3. COMPENSATION**

3.3.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed                     . Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

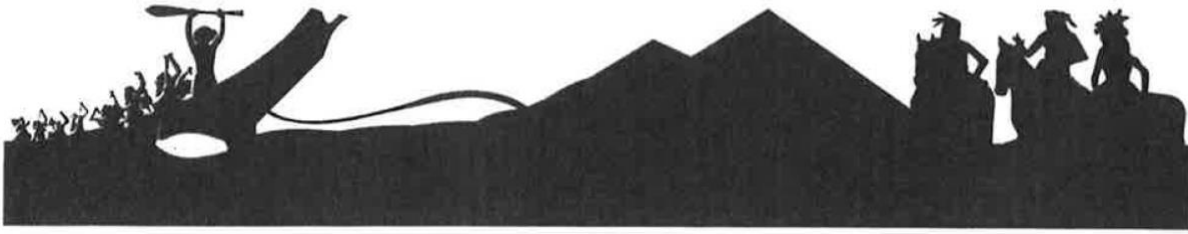
3.3.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.3.3 The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the scope of work and for all travel outside of the continental United States. State travel policies (SAAM Chapter 10) would apply.

3.3.4. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must be followed. See Washington State Administrative & Accounting Manual (SAAM) Chapter 10.

3.3.5. WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel policies (SAAM Chapter 10) apply.

3.3.6. WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.



**3.4. SUMMARY OF PROJECT COSTS**

<b>SUMMARY OF COSTS</b> (Note: Project costs may change each year of this contract as part of the re-certification process necessary for continued funding.)	<b>AMOUNT</b>
Employee salaries and benefits	
Travel	
Contract Services	
Equipment	
Goods or other expenses	
Indirect Costs	
<b>TOTAL</b>	

**Budget Justification:**

**4. THREE-YEAR CONTRACT, ONE-YEAR BUDGET**

4.1. The maximum length of this contract shall be three years, unless both parties mutually agree in writing to extend the length of the contract.

4.2. Funding is provided to support the first year operations of the project between February 1, 2020 – January 31, 2021.

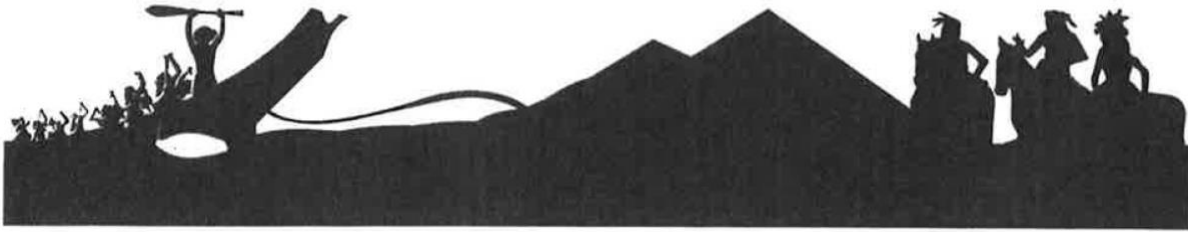
4.3. Funding for the second (February 1, 2021 – January 31, 2022) year of the contract shall each be contingent upon availability of funding and acceptance by Washington Traffic Safety Commission of the following:

4.3.1 Timely submission of quarterly project reports during the base year or previous year, as applicable.

4.3.2 Timely submission of billings during the base year or previous year, as applicable.

4.3.3 Ability to maintain qualified staff in positions to implement the work described in the agreement for those contracts that provide support for salaries and wages.

4.3.4 Meeting each contract milestone, or, negotiating changes in milestone language or timing with the WTSC Program Manager.



4.3.5 Re-certification. The sub-recipient shall report on the progress made on each Statement of Work item, provide updated contract milestones, a project implementation plan for the coming year, and updated project cost by May 1 of each year. This document shall be submitted through WTSC's WEMS system.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

## **5. ACTIVITY REPORTS**

The SUB-RECIPIENT will submit quarterly progress reports and a final report on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. Upon approval by WTSC, the final report may be submitted in lieu of the fourth quarter report, if the report thoroughly covers the entirety of all grant activities conducted during the course of the fourth quarter and the entire grant period. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

## **6. ADVANCE PAYMENTS PROHIBITED**

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

## **7. AGREEMENT ALTERATIONS AND AMENDMENTS**

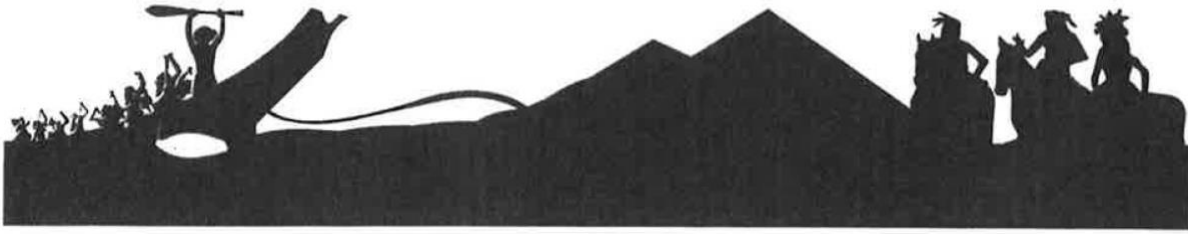
This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

## **8. ALL WRITINGS CONTAINED HEREIN**

This Agreement 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.

## **9. ASSIGNMENT**

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



contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

#### **10. ATTORNEYS' FEES**

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

#### **11. BILLING PROCEDURE**

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted using a standard Form A-19 provided by WTSC, its pre-approved equivalent, or through the WTSC automated electronic system, as determined by the WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30 of each year, must be received by WTSC no later than August 10 of each year. All invoices for goods received or services performed between July 1 of each year, and September 30 of each year must be received by WTSC no later than November 15 of each year of the contract. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

#### **12. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

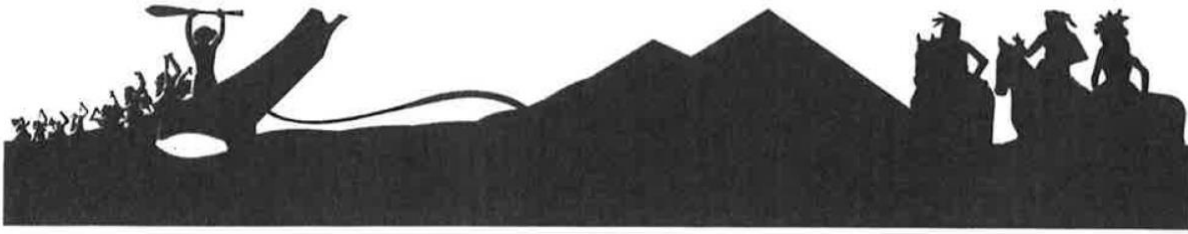
The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information that may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

#### **13. COST PRINCIPLES**

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

#### **14. COVENANT AGAINST CONTINGENT FEES**

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



**15. DISPUTES**

15.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

15.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15.3. Nothing in this Agreement shall be deemed or construed as a waiver of either party's sovereign immunity. WTSC understands and agrees that the [redacted], by entering into this Agreement, does not waive its sovereign immunity from suit, nor does it waive, alter or diminish its sovereign rights under the Treaty of 1855 (12 Stat. 951).

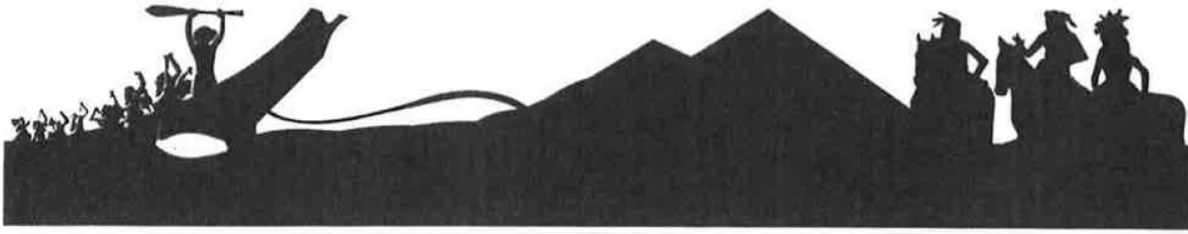
**16. GOVERNANCE**

16.1. This Agreement 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 Agreement shall be construed to conform to those laws.

16.2. 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:

- 16.2.1. Applicable federal and state statutes and rules
- 16.2.2. Terms and Conditions of this Agreement
- 16.2.3. Any Amendment executed under this Agreement
- 16.2.4. Any SOW executed under this Agreement
- 16.2.5. Any other provisions of the Agreement, including materials incorporated by reference.

16.3 To the extent that the Agreement requires Yakama Nation to comply with federal and state laws, such compliance shall be limited to the principal substance of those laws explicitly identified, but shall in no case subject Yakama Nation to federal or state administrative, judicial or quasi-judicial processes to which it would not otherwise be subject.



## **17. INCOME**

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

## **18. INDEMNIFICATION**

To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind (“claims”) brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT’s performance or failure to perform any aspect of the Agreement.

The SUB-RECIPIENT expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to SUB-RECIPIENT’S or any subcontractor’s performance or failure to perform the contract.

## **19. 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.

## **20. INSURANCE COVERAGE**

20.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

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

## **21. LICENSING, ACCREDITATION, AND REGISTRATION**

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





## **22. RECORDS MAINTENANCE**

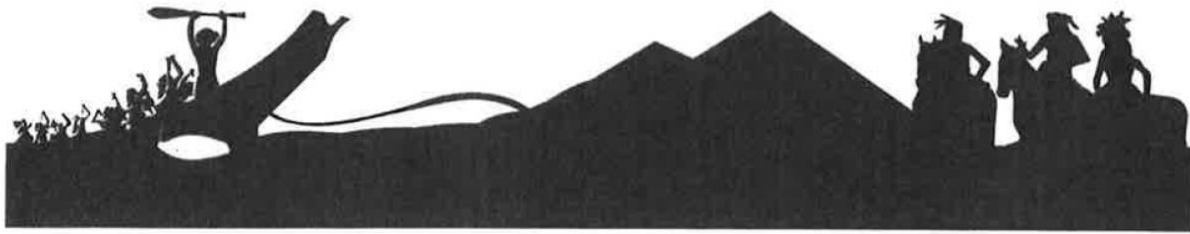
22.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be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

22.2. 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 them 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.

## **23. RIGHT OF INSPECTION**

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") that do not contain personally identifiable information for members of the Confederated Tribes and Bands of the Yakama Nation, created or collected pursuant to this Agreement, 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. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23.2. WTSC shall not have the right to access, inspect, excerpt, audit, or examine any books, records, documents, and other similar materials except those specifically and exclusively related to Yakama Nation's performance of the Agreement.



## **24. RIGHTS IN DATA**

24.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") that do not contain personally identifiable information for members of the Confederated Tribes and Bands of the Yakama Nation, created or collected pursuant to this Agreement, 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.

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

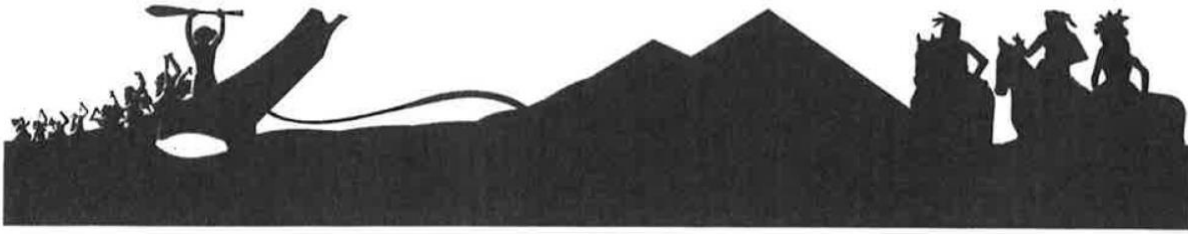
24.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed 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 actions required to protect the public interest.

## **25. 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 Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

## **26. 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.



## **27. SITE SECURITY**

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

## **28. TAXES**

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

## **29. TERMINATION FOR CAUSE**

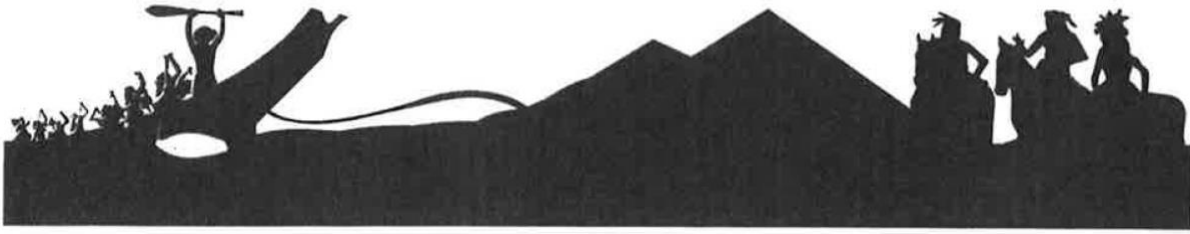
If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion,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

## **30. TERMINATION FOR CONVENIENCE**

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

## **31. TREATMENT OF ASSETS**

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



31.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

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

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

31.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

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

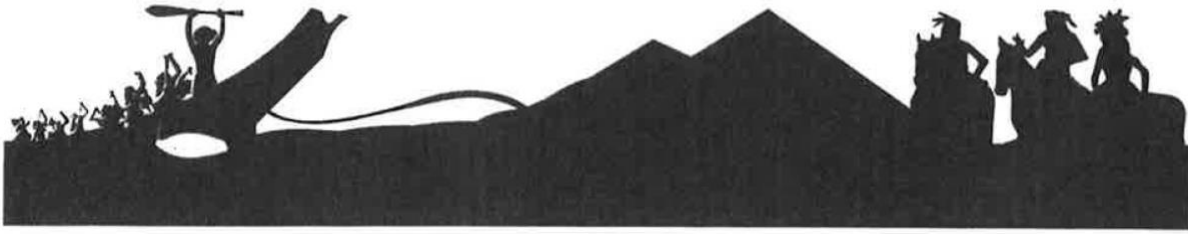
**32. WAIVER**

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.

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

**33. BUY AMERICA ACT**

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



## **34. DEBARMENT AND SUSPENSION**

### Instructions for Lower Tier Certification

34.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

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

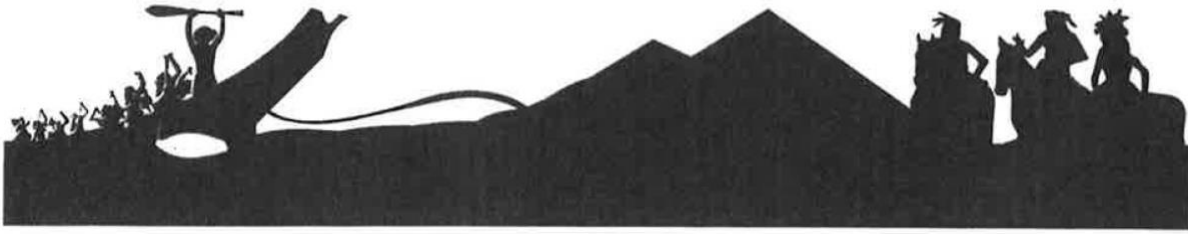
34.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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



34.8. 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.

34.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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

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

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

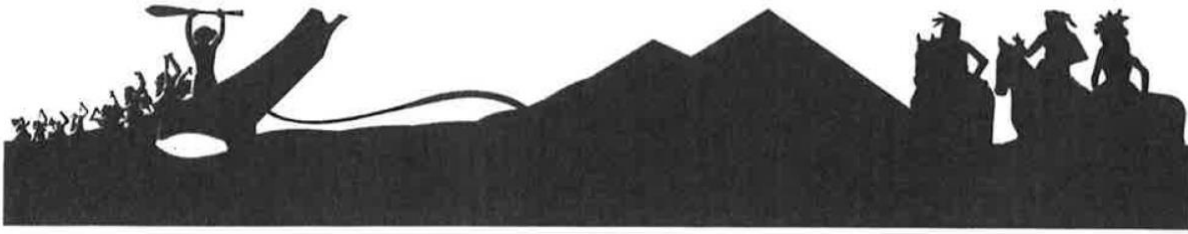
35.1. The SUB-RECIPIENT shall:

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

35.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT'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.

35.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 35.1.1. of this section.

35.1.4. Notify the employee in the statement required by paragraph 35.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.



35.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 35.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

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

### **36. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

In accordance with FFATA, the SUB-RECIPIENT 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.

### **37. FEDERAL LOBBYING**

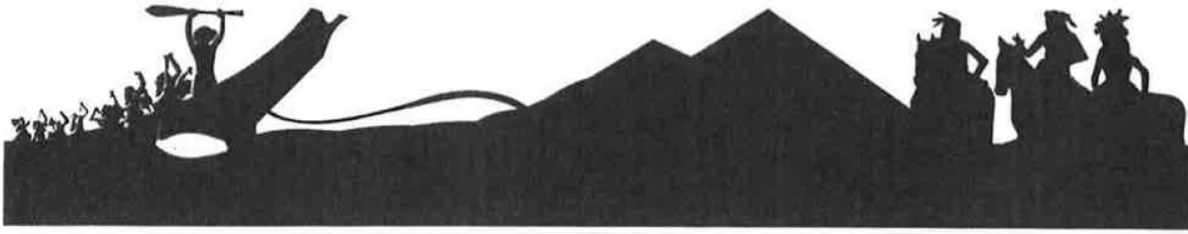
37.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

37.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352,



Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

38.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

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

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

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

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

38.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38.2. Notwithstanding the above, WTSC understands that Yakama Nation gives preference in employment (including any authorized subcontracts) to equally qualified Indians regardless of their handicap, age, religion or sex, consistent with federal law.

**39. POLITICAL ACTIVITY (HATCH ACT)**

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

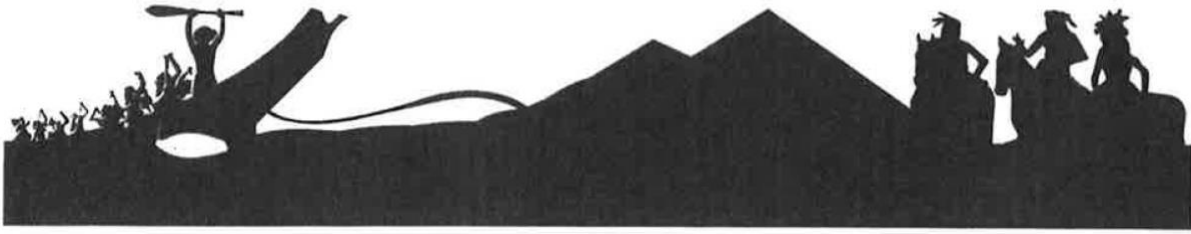
**40. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

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

**41. STATE LOBBYING**

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption



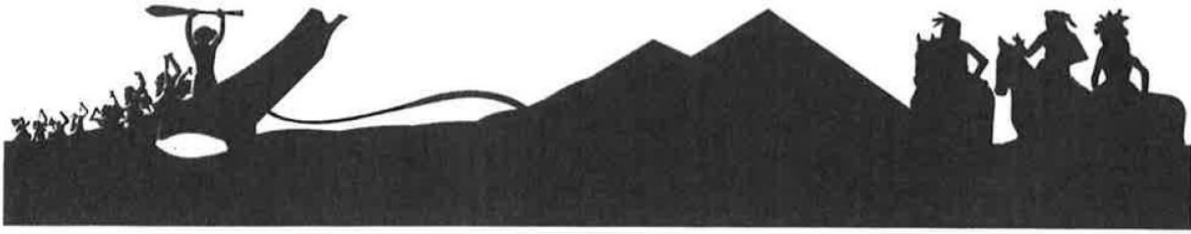


of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct 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.

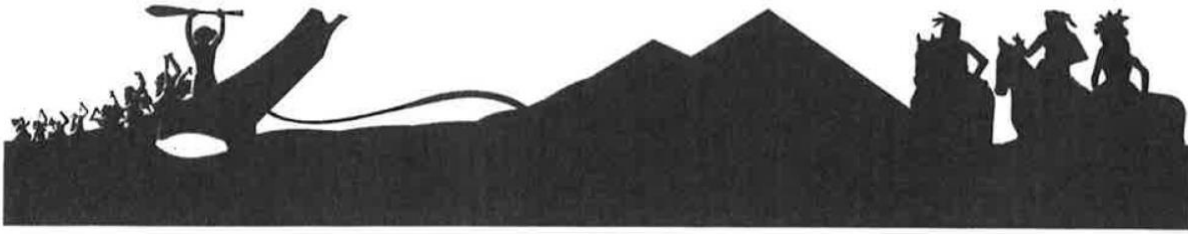
**42. DESIGNATED CONTACTS**

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement.

The Contact for the Project is:	The Contact for WTSC is:



**Appendix D – Sample Project Report**

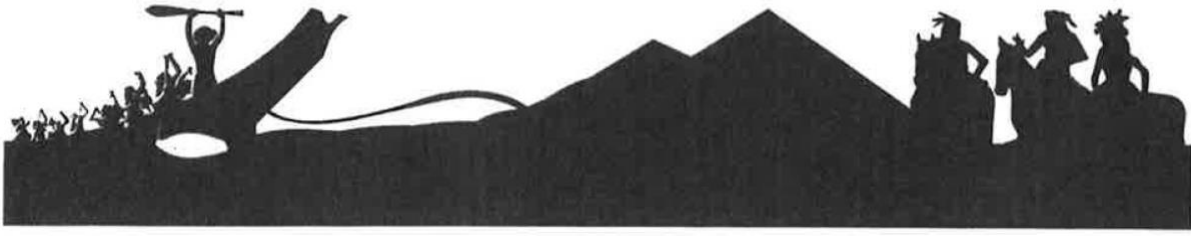


**Progress Report from Washington Traffic Safety Commission  
Enterprise Management System (WEMS)**

1. Project Title:
2. Organization:
3. Submitted Date:
4. Period: \_\_\_\_\_ to \_\_\_\_\_
5. Due On: 15<sup>th</sup> of the month following completion of a three-month quarter
6. Activity - Briefly describe work activity this reporting period, and progress on milestones and deliverables

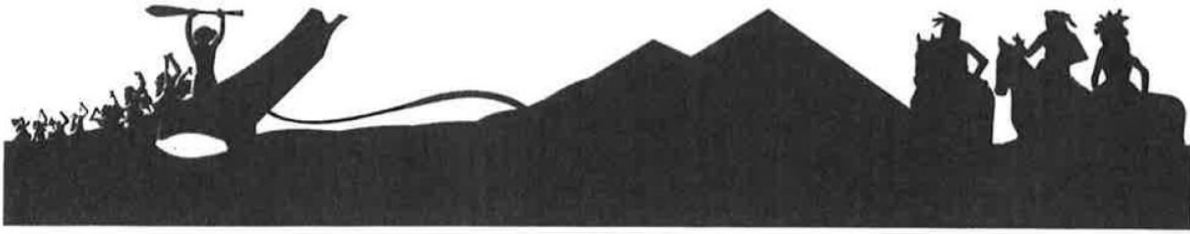
7. Milestone or Deliverable	Completed by Date	Summary of progress	Anticipated or Actual Completion Date	Completed?

8. Goals - Briefly describe how project activity has contributed to accomplishing the stated goals of the project, as listed in the Interagency Agreement.
9. Risks, Issues, or Favorable Developments - Briefly describe any problems that impair your ability to accomplish project goals and any favorable developments that will allow you to meet timelines and objectives sooner or at less cost than anticipated.
10. Expenditures – Briefly describe budget status and address any concerns to maintaining the current level of performance during the project period.
11. If applicable, attach reports or status updates from contractors (3rd party service providers) and any summary documents or publications created.



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## Appendix E - SAMPLE Job Description



## **SAMPLE JOB DESCRIPTION - Tribal Traffic Safety Program Coordinator**

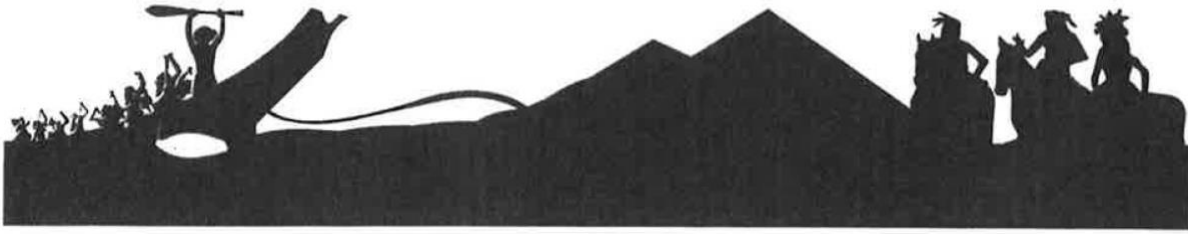
### **General Summary**

This position's responsibilities, under general supervision, are to

1. Lead an interdisciplinary group within their tribe that, at a minimum, includes representatives from the 4 E's (Enforcement, Education/Social Services, Engineering/Planning, Emergency Medical Services) to identify, collect, analyze and present tribe specific traffic safety-related data that currently exists in tribal agencies and organizations or is available from public sources such as WTSC. The interdisciplinary team is expected to communicate with – and regularly involve – tribal leadership.
2. Use the tribe-specific traffic safety data for tribal strategic planning, programming implementation, as well as to influence changes to tribal policies and procedures.
3. Organize groups, events, and activities to increase community awareness about traffic safety-related issues.

### **Essential Functions**

1. Form a traffic safety committee with regular meetings (within the first six months);
2. Develop a structure of agendas and minutes for the traffic safety committee meetings (within the first six months);
3. Lead the traffic safety committee in strategic and communications planning (within the first six months.);
4. Identify sources of data related to traffic safety that currently exist in tribal agencies and organizations and from other public sources;
5. Develop methods and protocols for collecting and analyzing the data for traffic safety planning purposes;
6. Coordinate with technical assistance resources for help in analyzing and presenting the traffic safety data;
7. Submit progress reports to Tribal Council with a regularity agreed upon by the Traffic Safety Program Coordinator and the Tribal Council;



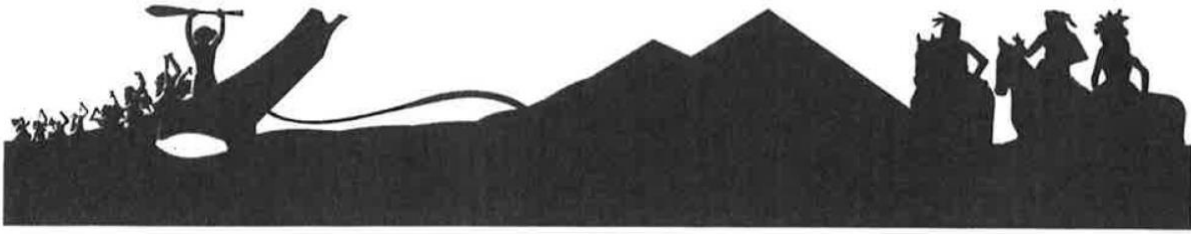
8. Develop and submit quarterly reports and a final report to WTSC, using tools and products supplied by WTSC, as required by the National Highway Traffic Safety Administration (NHTSA);.
9. Develop and implement at least four (4) culturally-relevant traffic safety initiatives. See Appendix E; and,
10. Establish relationships with media, including, at a minimum, the tribe's website, Facebook pages and other social media platforms and newspaper/newsletter staff to promote traffic safety initiatives.

### **Reporting Relationships**

Reports to \_\_\_\_\_; works collaboratively with coalition and community partners.

### **Minimum Qualifications/Required Skills and Attributes**

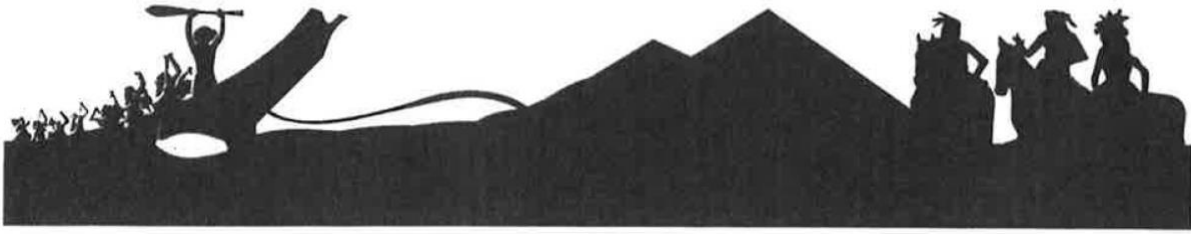
1. B.A. Degree in Education, Engineering, Planning, Public Health, Social Sciences, or closely related field;
2. Two years of work experience in community organizing, program coordination, or community-based programs involving youth, drug/alcohol/tobacco abuse or other related community health prevention or counseling.
3. Two years of work experience with identifying, collecting, analyzing and presenting data.
4. Two years of work experience developing strategy planning, programming and implementation.
5. Ability to
  - create and sustain effective relationships with community partners;
  - foster and share leadership among individuals in the community;
  - build bridges among diverse community members and organizations;
  - facilitate groups;
  - organize and coordinate multiple projects simultaneously;
  - demonstrate individual initiative as well as ability to work in teams;



- speak and write clearly, persuasively, and effectively, write reports and make presentations;
- prioritize and organize work to meet deadlines;
- monitor expenditures in compliance with grant and organizational guidelines;
- attend evening and weekend meetings and events;
- demonstrate basic proficiency in Windows Office Suite (e.g. Word, Excel, and Outlook).

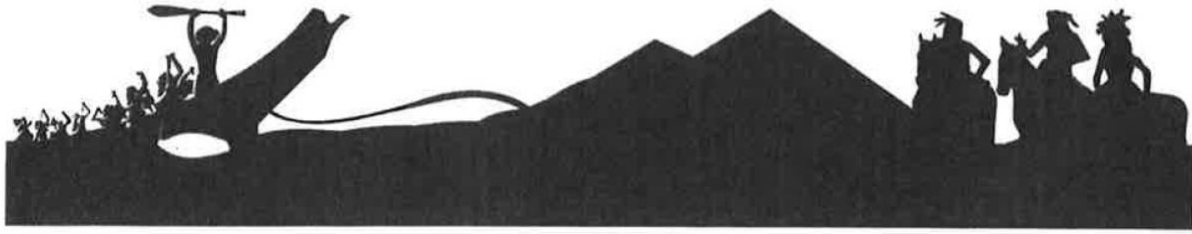
**Number of hours per week:** \_\_\_\_\_

**Salary/Wages/Compensation:** \_\_\_\_\_



## **Appendix F – Resources for Examples of Culturally-specific Traffic Safety Initiatives**





## Resources for Examples of Culturally-specific Traffic Safety Initiatives

Please click on the links below for examples of effective, culturally-specific traffic safety initiatives.

[Safe Driving In Tribal Communities: What Can Tribal Governments and Health Professionals Do?](#)

[Tribal Motor Vehicle Injury Prevention \(TMVIP\) Best Practices Guide 2016](#), Centers for Disease Control and Prevention

[Tribes and Target Zero](#), Washington State Strategic Highway Safety Plan 2019, beginning on Page 15.