

**Contract Number K1519**

**for**

**Statewide School-Based Bicycle Education  
Program**

**between the**

**Washington State**

**Department of Transportation**

**and**

**Cascade Bicycle Club**

**Effective Date: 10/15/2022**

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**Exhibits**

**Exhibit A: Statement of Work/ Authorized Product and Price List(s)**

**CONTRACT NUMBER K1519**

**for**

**[Statewide School-Based Bicycle Education Program]**

**PARTIES**

This Contract (“Contract”) is entered into by and between the state of Washington, acting by and through the Department of Transportation, an agency of Washington State government (WSDOT) located at 310 Maple Park Ave, Olympia, WA 98504, and Cascade Bicycle Club, a non-profit licensed to conduct business in the state of Washington Cascade Bicycle Club, located at 7787 62nd Ave NE, Seattle, WA 98115 for the purpose of creating a new Statewide School-Based Bicycle Education Program.

**RECITALS**

The state of Washington, acting by and through the Department of Transportation, and Active Transportation Services is responsible for providing technical services and funding assistance to public agencies in support of active transportation for health, safety and economic development. WSDOT has awarded this Sole Source Contract to Cascade Bicycle Club the purpose to develop and deliver a new Statewide School-Based Bicycle Education Program for Washington State public schools in accordance with its authority under chapter 39.26 RCW.

WHEREAS, the VENDOR possesses the necessary expertise and qualifications to provide this services;

WHEREAS, WSDOT does not have sufficient staffing to conduct these services; and

WHEREAS, the VENDOR has signified willingness to perform these services.

WSDOT has determined that entering into a Contract with Cascade Bicycle Club will meet WSDOT’s needs and will be in WSDOT’s best interest.

NOW THEREFORE, WSDOT awards to Cascade Bicycle Club this Client Services Contract, the terms and conditions of which shall govern Vendor’s furnishing to WSDOT [Statewide School-Based Bicycle Education Program]. This Contract is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

**1. Definition of Terms**

The following terms as used throughout this Contract shall have the meanings set forth below.

“**Business Days and Hours**” shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

“**Confidential Information**” shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56

RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data.

**“Contract”** shall mean this document, all schedules and exhibits, Statements of Work, and all amendments hereto.

**“Department”** shall mean the same as WSDOT.

**“Effective Date”** shall mean the first date this Contract is in full force and effect.

**“Exhibit A”** shall mean the Statement of Work that lists all applicable contracted Services and any other applicable terms and conditions as agreed to by the parties within the scope of this Contract.

**“Price”** shall mean charges, costs, rates, and/or fees charged for the Services under this Contract and shall be paid in United States dollars.

**“Product(s)”** shall mean any Vendor-supplied equipment, Software, and documentation.

**“Proprietary Information”** shall mean information owned by Vendor to which Vendor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

**“Public Schools”** shall mean the common schools as referred to in Article IX of the state Constitution, charter schools established under chapter 28A.710 RCW, and those schools and institutions of learning having a curriculum below the college or university level as now or may be established by law and maintained at public expense.

**“Client Services”** or **“Services”** shall mean those Services as identified in this Contract and further identified in Exhibit A. Client Services shall include those Services specified as Client Services in RCW 39.26.

**“RCW”** shall mean the Revised Code of Washington.

**“Specifications”** shall mean the technical and other specifications set forth in the Statement of Work, Exhibit A.

**“State of Washington”** Unless otherwise restricted, includes all members of the State of Washington, State Purchasing Cooperative including where applicable: State agencies, political subdivisions of Washington qualified non-profit corporations, institutions of higher education (e.g., colleges, universities, community & technical colleges) who choose not to purchase independently under RCW 23.B.10.029.

**“Statement of Work”** or **“SOW”** shall mean a separate statement of the work to be accomplished by Vendor under the terms and conditions of this Contract.

“**Vendor**” shall mean Cascade Bicycle Club, its employees and agents. Vendor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Contract. It shall also include any Subcontractor retained by Vendor as permitted under the terms of this Contract.

“**Vendor Account Manager**” shall mean a representative of Vendor who is assigned as the primary contact person whom the WSDOT Project Manager shall work with for the duration of this Contract and as further defined in the section titled **Vendor Account Manager**.

“**Vendor Contracting Officer**” shall mean a representative of Vendor, or the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this Contract, an authorized representative of Vendor Contracting Officer acting within the limits of his/her authority.

“**WSDOT**” shall mean the state of Washington, *Department of Transportation*, any division, section, office, unit or other entity of WSDOT or any of the officers or other officials lawfully representing WSDOT.

“**WSDOT Contract Administrator**” shall mean that WSDOT employee designated to receive legal notices, and to administer, amend, or terminate this Contract.

“**WSDOT Contracting Officer**” shall mean the WSDOT contracting officer or the person to whom signature authority has been delegated in writing. The term includes, except as otherwise provided in the contract, an authorized representative of the WSDOT Contracting Officer acting within the limits of his/her authority.

“**WSDOT Project Manager**” shall mean the WSDOT employee designated to manage and provide oversight of the day-to-day activities under this Contract. The WSDOT Project Manager shall be the primary contact with Vendor concerning Vendor’s performance under this Contract; Provided that, the WSDOT Project Manager does not have authority to accept legal notices on behalf of WSDOT or amend this Contract.

## **Contract Term**

### **2. Term**

The term of this Contract shall be one (1) year commencing upon the Effective Date.

This contract may be extended by eight (8), two (2) year terms at the sole option of WSDOT.

The total term of this Contract shall not exceed sixteen (16) year(s). No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.

### **3. Survivorship**

All license and purchase transactions executed and Services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and

Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled **Overpayments to Vendor; Ownership/Rights in Data; Vendor's Commitments, Warranties and Representations; Protection of WSDOT's Confidential Information; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Review of Vendor's Records; Patent and Copyright Indemnification; Vendor's Proprietary Information; Disputes; and Limitation of Liability** shall survive the termination of this Contract.

## **Pricing, Invoice and Payment**

### **4. Pricing**

This contract shall not exceed five hundred thousand dollars (\$500,000) the first year.

Vendor agrees to provide the Services set forth in Schedule A to this Contract. Except as otherwise set out in a Schedule, no other Prices shall be charged by Vendor for implementation of Services.

Prices may not be increased during the initial term of the Contract.

This contract is subject to regular amendments based on legislative appropriations for each biennium for a total contract value of \$216 million over 16 years.

If Vendor reduces its Prices for any of the Services during the term of this Contract, WSDOT shall have the immediate benefit of such lower Prices for new purchases. Vendor shall send notice to the WSDOT Contract Administrator with the reduced Prices within fifteen (15) Business Days of the reduction taking effect.

Vendor agrees all the prices, terms, warranties, and benefits provided in this contract are comparable to or better than the terms presently being offered by the Vendor to any other governmental entity purchasing similar quantities under similar terms. If, during the term of this contract, the Vendor enters into contracts with other governmental entities providing greater benefits or more favorable terms than those provided by this contract, the Vendor is obligated to provide the same to purchasers for subsequent purchases.

At least sixty (60) calendar days before the end of the then-current term of this Contract, Vendor may propose Service rate increases by written notice to WSDOT Contract Administrator.

Proposed price adjustments shall be no greater than the percentage change in the U.S.

Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, Services,

Seattle-Tacoma-Bellevue, WA. (<http://data.bls.gov/labjava/outside.jsp?survey=cw>)

The maximum allowable price adjustment will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June); and each January through June six month average thereafter.

No retroactive contract price increase adjustments will be allowed.

**5. Miscellaneous Expenses**

Expenses related to day-to-day contract performance (including but not limited to, travel, lodging, meals, and incidentals) shall be reimbursed to the Vendor according to the rates of the State Administrative and Accounting Manual (SAAM).

**6. Advance Payment Prohibited**

No advance payment shall be made for Services furnished by Vendor pursuant to this Contract.

**7. Statewide Vendor Status**

Vendor shall have completed registration with the Washington State Office of Financial Management (OFM) to become a statewide vendor number within ten (10) business days of notification of contract award.

**8. Taxes**

WSDOT will pay sales and use taxes, if any, imposed on the Services acquired hereunder. Vendor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Vendor's income or gross receipts, or personal property taxes levied or assessed on Vendor's personal property. WSDOT, as an agency of Washington State government, is exempt from property tax.

Vendor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Vendor or Vendor's staff shall be Vendor's sole responsibility.

All Services or Equipment that shall be installed or performed on any Washington State Ferry Vessel is exempt from Retail Sales Tax as specified under RCW 82.08.0285 and are exempt from Use Tax as specified under RCW 82.12.0279.

**9. Invoice and Payment**

Vendor shall submit invoices for Services, in writing, to the following address:  
[Claybrc@wsdot.wa.gov](mailto:Claybrc@wsdot.wa.gov)

Invoices shall provide and itemize, as applicable:

- a) WSDOT Contract number [K1519]
- b) Vendor name, address, phone number, and Federal Tax Identification Number;

- c) Description of Services provided;
- d) Date(s) that Services were provided
- e) Vendor's Price for Services
- f) Net invoice Price for each Service;
- g) Applicable taxes (WSF Vessels exempt);
- h) Total invoice Price; and
- i) Payment terms including any available prompt payment discounts.

Payments shall be due and payable within thirty (30) calendar days after receipt of Services or thirty (30) calendar days after receipt of properly prepared invoices, whichever is later. Incorrect or incomplete invoices will be returned by WSDOT to Vendor for correction and reissue.

WSDOT shall not honor drafts, nor accept goods on a sight draft basis.

Any claim for payment as a result of costs incurred between July 1, and June 30, each year shall be submitted to WSDOT no later than June 15, each year WSDOT may not pay claims received after this date.

If WSDOT fails to make timely payment, per RCW 39.76.010, Vendor may invoice WSDOT one percent (1%) per month on the amount overdue or a minimum of one dollar (\$1). Payment will not be considered late if payment is deposited electronically in Vendor's bank account or if a check or warrant is postmarked within thirty (30) calendar days of acceptance of the Services or receipt of Vendor's properly prepared invoice, whichever is later.

#### **10. Duplicate Payment**

WSDOT shall not pay the Vendor, if the Vendor has charged or will charge the state of Washington or any other party under any other contract or agreement, for the same services or expenses.

#### **11. Overpayments to Vendor**

Vendor shall refund to WSDOT the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Vendor fails to make timely refund, WSDOT may charge Vendor one percent (1%) per month on the amount due, until paid in full.

### **Vendor's Responsibilities**

#### **12. Site Security**

While on WSDOT's premises, Vendor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations. Vendors are responsible for their customer support and engineers' actions and for any misconduct.

#### **13. Vendor Commitments, Warranties and Representations**

Any written commitment by Vendor within the scope of this Contract shall be binding upon Vendor. Failure of Vendor to fulfill such a commitment may

constitute breach and shall render Vendor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Vendor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Vendor in its Response or contained in any Vendor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to WSDOT.

#### **14. Protection of WSDOT's Confidential Information**

Vendor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Vendor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without WSDOT's express written consent or as provided by law. Vendor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by WSDOT. Vendor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information. Should any confidential information received in the performance of this contract be breached, disclosure shall be made in accordance with RCW 19.255.010 and RCW 42.56.590.

Immediately upon expiration or termination of this Contract, Vendor shall, at WSDOT's option: (i) certify to WSDOT that Vendor has destroyed all Confidential Information; or (ii) return all Confidential Information to WSDOT; or (iii) take whatever other steps WSDOT requires of Vendor to protect WSDOT's Confidential Information.

WSDOT reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Vendor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases. Violation of this section by Vendor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

## Contract Administration

### 15. Legal Notices

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid *certified mail, return receipt requested, or by electronic mail*, to the parties at the addresses *and, e-mail addresses* provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a “writing,” such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be “in writing” or “written” to an extent no less than if it were in paper form.

**To Vendor at:**

Cascade Bicycle Club

Attn: Lee Lambert  
7787 62nd Ave NE  
Seattle, WA 98115

**To WSDOT at:**

State of Washington  
Department of Transportation  
Attn: Administrative Contracts  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

PO Box 47408  
Olympia, WA 98504-7408

Phone: 206-620-1540 Ext. XXX  
Fax: XXX-XXX-XXXX  
E-mail: leel@cascadebicycleclub.org

Phone: 360-705-7547  
Fax: 360-705-6842  
E-mail: [KirschC@wsdot.wa.gov](mailto:KirschC@wsdot.wa.gov)

Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above. Any notice may be given by facsimile (except notice of legal process), and Disaster Declaration notice may be given orally, provided that, in either case, a signed written confirmation is received within twenty-four (24) hours thereafter.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided pursuant to this Contract is served upon Vendor or WSDOT, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Vendor and WSDOT further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

### 16. WSDOT Project Manager

WSDOT shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. WSDOT Project Manager will be the principal contact for Vendor concerning business activities under this Contract.

WSDOT shall notify Vendor, in writing, when there is a new WSDOT Project Manager assigned to this Contract. The WSDOT Project Manager information is:

WSDOT Project Manager: Charlotte Claybrooke  
Address: 310 Maple Park Ave SE  
Olympia, WA 98504  
Phone: 360-790-5231  
E-mail: Claybrc@wsdot.wa.gov

#### **17. Vendor Account Manager**

Vendor shall appoint an Account Manager for WSDOT's account under this Contract who will provide oversight of Vendor activities conducted hereunder. Vendor's Account Manager will be the principal point of contact for WSDOT concerning Vendor's performance under this Contract. Vendor shall notify WSDOT Contract Administrator and WSDOT Project Manager, in writing, when there is a new Vendor Account Manager assigned to this Contract. The Vendor Account Manager information is:

Vendor Account Manager: Lee Lambert  
Address: 7787 62nd Ave  
Seattle, WA 98115  
Phone: 206-620-1540  
Fax: XXX-XXX-XXXX  
E-mail: leel@cacadebicycleclub.org

#### **18. Section Headings, Incorporated Documents and Order of Precedence**

The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.

Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

- a) Schedule A (including any successor Schedules as applicable)
- b) The terms and conditions contained on WSDOT's purchase documents, if used; and

All Vendor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Vendor made available to WSDOT and used to effect the sale of Services to WSDOT.

In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:

- a) Applicable federal and state statutes, laws, and regulations;
- b) Sections of this Contract
- c) Addenda to this Contract, if applicable
- d) Any SOW entered into pursuant to this Contract;
- e) The terms and conditions contained on WSDOT's order documents, if used; and
- f) All Vendor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any

other supporting materials Vendor made available to WSDOT and used to effect the sale of Services to WSDOT.

**19. Conformity**

If any provision of the contract violates any Federal or state of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

**20. Entire Agreement**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Vendor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

**21. Conflict**

To the extent possible, the terms of the contract must be read consistently.

**22. Authority for Modifications and Amendments**

No modification, amendment, alteration, addition, or waiver of any section or condition of this Contract or any SOW under this Contract shall be effective or binding unless it is in writing and signed by WSDOT and Vendor Contracting Officers.

Only WSDOT Contract Administrator shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract or SOW on behalf of WSDOT. However, changes to point of contact information may be updated without the issuance of a mutually-agreed contract amendment.

**23. Independent Status of Vendor**

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

**24. Governing Law**

This Contract shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington. The venue of any action hereunder shall be in the Superior Court for *Thurston* County, Washington.

**25. Assignment**

With the prior written consent of WSDOT Contract Administrator, which consent shall not be unreasonably withheld, Vendor may assign this Contract including the proceeds hereof, provided that such assignment shall not operate to relieve Vendor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to WSDOT that may arise from any breach of the sections of this Contract, Statements of Work, or warranties made herein including but not limited to, rights of setoff.

WSDOT may assign this Contract or Statements of Work to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve WSDOT of any of its duties and obligations hereunder.

**26. Publicity**

The award of this Contract to Vendor is not in any way an endorsement of Vendor or Vendor's Services by WSDOT and shall not be so construed by Vendor in any advertising or other publicity materials.

Vendor agrees to submit to WSDOT, all advertising, sales promotion, and other publicity materials relating to this Contract and Services furnished by Vendor wherein WSDOT's name is mentioned, language is used, or Internet links are provided from which the connection of WSDOT's name therewith may, in WSDOT's judgment, be inferred or implied. Vendor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of WSDOT *prior* to such use.

**27. Review of Vendor's Records**

Vendor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to Minority and Women's Business Enterprise participation, protection and use of WSDOT's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Vendor shall retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Contract, whichever is later.

All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the WSDOT's Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the State. During this Contract's term, Vendor shall provide access to these items within *Thurston* County. Vendor shall be responsible for any audit exceptions or disallowed costs incurred by Vendor or any of its Subcontractors.

Vendor shall incorporate in its subcontracts this section's records retention and review requirements.

It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Vendor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from WSDOT's review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

## **28. Right of Inspection**

Vendor shall provide right of access to its facilities to WSDOT, or any of WSDOT's officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

## **General Provisions**

### **29. Governor's Proclamations 20-05 and 21-14 – Covid19 Requirements**

The CONSULTANT, agrees that it will comply with Governor's Proclamations 20-05 as amended and 21-14 as amended, regarding COVID-19 Vaccination Requirements, and that it will require its workers, service providers, subconsultants, suppliers, and their workers to comply as well. Furthermore, prior to starting any on-site Work, the CONSULTANT shall provide a declaration utilizing the required form.

Details regarding the Governor's Proclamations 20-05 as amended and 21-14 as amended, are available on the [Consultant Services](#) and [Administrative Contracts](#) websites. Furthermore, The Governor's Office has created a [resource website](#) that contains FAQ's and information for complying with [Proclamation 21-14.1](#).

### **30. Patent and Copyright Indemnification**

Vendor shall indemnify and hold harmless WSDOT against any claims, actions, damages, losses or liabilities to the extent arising from infringement of any U.S. patent, copyright or other proprietary right resulting from WSDOT' use of intellectual property developed or owned by Vendor and used to provide the Services. In addition to indemnify WSDOT in accordance with the foregoing sentence, Vendor shall make the Services non-infringing or arrange for WSDOT' continued use of the Services, provided that, if both of the foregoing options are commercially impracticable for Vendor, then upon written notice to WSDOT, Vendor may cancel the affected portion of the Services and refund to WSDOT any prepaid fees for such Services\_ With respect to intellectual property of third parties that is used by Vendor to provide the Services, Vendor will, to the extent possible, provide to WSDOT the full benefit of all applicable warranties and indemnities granted to Vendor by such third parties.

**31. Save Harmless**

Vendor shall defend, indemnify, and save WSDOT harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Vendor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents. Vendor's obligations to defend, indemnify, and save WSDOT harmless shall not be eliminated or reduced by any alleged concurrent WSDOT negligence.

**32. Compliance with Civil Rights Laws**

During the performance of this Contract, Vendor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 *et seq.*; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Vendor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the **Termination for Default** sections, and Vendor may be declared ineligible for further contracts with WSDOT.

**33. Executive Order 18-03 – Workers' Rights**

Washington state goods & services contracts, pursuant to the Washington State Governor's Executive Order 18-03 (dated June 12, 2018), the Washington State Department of Transportation is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

**34. No Wage Violations**

Vendor represents and warrants that neither it nor its principals or affiliates have within the three-year prior to the release date of RFQQ 2022 0603 been determined, by a final order of the Washington Department of Labor and Industries or a court of competent jurisdiction, to be in willful violation of state wage laws.

**35. Severability**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

**36. Waiver**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

### **37. Vendor's Proprietary Information**

Vendor acknowledges that WSDOT is subject to chapter 42.56 RCW and that this Contract shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Vendor to be Proprietary Information must be clearly identified as such by Vendor. To the extent consistent with chapter 42.56 RCW, WSDOT shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Vendor's Proprietary Information, WSDOT will notify Vendor of the request and of the date that such records will be released to the requester unless Vendor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, WSDOT will release the requested information on the date specified.

## **Disputes and Remedies**

### **38. Disputes**

In the event a bona fide dispute concerning a question of fact arises between WSDOT and Vendor and it cannot be resolved between the WSDOT Project Manager and the Vendor Account Manager, or by the WSDOT Contract Administrator, either party may initiate the dispute resolution procedure provided herein.

The following individuals are the Designated Representatives for the purpose of resolving disputes that cannot be resolved between WSDOT Project Manager and the Vendor Account Manager.

- (1). WSDOT Contracting Officer
- (2). Vendor Contracting Officer

The WSDOT Contracting Officer and the Vendor Contracting Officer shall confer to resolve disputes that arise under this Agreement as requested by the either party. The Designated Representatives shall use their best efforts and exercise good faith to resolve such disputes.

In the event the Designated Representatives are unable to resolve the dispute, then either party may institute a legal action in the county of Thurston, state of Washington, unless other venue is mutually agreed to in writing. The parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

WSDOT and Vendor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by WSDOT for Services being provided by Vendor, Vendor shall continue providing Services pending resolution of the dispute provided WSDOT pays Vendor the amount WSDOT, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Vendor, in good faith, believes is due and payable.

**39. Attorneys' Fees and Costs**

If any litigation is brought to enforce any term, condition, or section of this Contract, or as a result of this Contract in any way, the prevailing party shall be awarded its reasonable attorneys' fees together with expenses and costs incurred with such litigation, including necessary fees, costs, and expenses for services rendered at both trial and appellate levels, as well as subsequent to judgment in obtaining execution thereof.

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

**40. Non-Exclusive Remedies**

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

**41. Failure to Perform**

If Vendor fails to perform any substantial obligation under this Contract, WSDOT shall give Vendor written notice of such Failure to Perform. If after *thirty (30)* calendar days from the date of the written notice Vendor still has not performed, then WSDOT may withhold all monies due and payable to Vendor, without penalty to WSDOT, until such Failure to Perform is cured or otherwise resolved.

**42. Limitation of Liability**

The parties agree that neither Vendor nor WSDOT shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to breach of an obligation with respect to confidentiality or publicity, bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled **Termination for Default** and **Review of Vendor's Records** are not consequential, incidental, indirect, or special damages as that term is used in this section.

Neither Vendor nor WSDOT shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Vendor or WSDOT. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than WSDOT acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Vendor, WSDOT, or their respective Subcontractors.

If delays are caused by a Subcontractor without its fault or negligence, Vendor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Vendor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

## **Contract Termination**

### **43. Termination for Default**

If either WSDOT or Vendor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its material obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within *thirty (30) calendar days* or as otherwise mutually agreed in writing. If such breach is not capable of cure within thirty (30) days, Vendor must commence cure within such thirty (30) day period and diligently pursue completion of such cure. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party.

In the event of termination of this Contract by WSDOT, WSDOT shall have the right to procure the Services that are the subject of this Contract on the open market and Vendor shall be liable for all damages, including, but not limited to: (i) the cost difference between the original Contract price for the Services and the replacement costs of such Services acquired from another Vendor; (ii) if applicable, all administrative costs directly related to the replacement of this Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs;. WSDOT shall have the right to deduct from any monies due to Vendor, or that thereafter become due, an amount for damages that Vendor will owe WSDOT for Vendor's default.

This section shall not apply to any failure(s) to perform that results from the willful or negligent acts or omissions of the aggrieved party.

### **44. Termination for Convenience**

WSDOT Contract Administrator may terminate this Contract, including all Statement(s) of Work, in whole or in part, by *thirty (30) calendar days* written notice to Vendor. If this Contract is so terminated, WSDOT is liable only for payments required by the terms of this Contract or any SOW for Services received and accepted by WSDOT prior to the effective date of termination.

### **45. Termination for Withdrawal of Authority**

In the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, WSDOT may terminate this Contract by *seven (7) calendar days* written notice to Vendor. No penalty shall accrue to WSDOT in the event this

section shall be exercised. This section shall not be construed to permit WSDOT to terminate this Contract in order to acquire similar Services from a third party.

**46. Termination for Non-Allocation of Funds**

If funds are not allocated to WSDOT to continue this Contract in any future period, WSDOT may terminate this Contract by *seven (7) calendar days* written notice to Vendor or work with Vendor to arrive at a mutually acceptable resolution of the situation. WSDOT will not be obligated to pay any further charges for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period WSDOT agrees to notify Vendor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to WSDOT in the event this section shall be exercised. This section shall not be construed to permit WSDOT to terminate this Contract in order to acquire similar Services from a third party.

**47. Termination for Conflict of Interest**

WSDOT may terminate this Contract by written notice to Vendor if WSDOT determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, WSDOT shall be entitled to pursue the same remedies against Vendor as it could pursue in the event Vendor breaches this Contract.

**48. Termination Procedure**

In addition to the procedures set forth below, if WSDOT terminates this Contract, Vendor shall follow any procedures WSDOT specifies in WSDOT's Notice of Termination.

Upon termination of this Contract, WSDOT, in addition to any other rights provided in this Contract, may require Vendor to deliver to WSDOT any property; specifically produced or acquired for the performance of such part of this Contract as has been terminated.

Unless otherwise provided herein, WSDOT shall pay to Vendor the agreed-upon Price, if separately stated, for the Services received by WSDOT, provided that in no event shall WSDOT pay to Vendor an amount greater than Vendor would have been entitled to if this Contract had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the **Disputes** section of this Contract. WSDOT may withhold from any amounts due Vendor such sum as WSDOT determines to be necessary to protect WSDOT from potential loss or liability. Vendor shall pay amounts due WSDOT as the result of termination within thirty (30) calendar days of notice of the amounts due. If Vendor fails to make timely payment, WSDOT may charge interest on the amounts due at one percent (1%) per month until paid in full.

## Contract Execution

### 49. Authority to Bind

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

### 50. Counterparts

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes. Only those persons with authority to bind the parties may sign the Contract.

### 51. Electronic Signatures

A signed copy of this Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

*In Witness Whereof*, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

**This Contract is effective this [15th] Day of October 2022**

#### Approved

Washington State  
Department of Transportation

#### Approved

[Cascade Bicycle Club]

\_\_\_\_\_  
Signature

Erik Jonson, Technical Services & Business Mgr

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

Signature

Print Name and Title

Date

**Exhibit A**  
**Statement of Work**  
*and*  
**Authorized Product and Price List**

Cascade Bicycle Club is authorized to sell **only the Products identified in this Schedule A at the Prices set forth in this Exhibit A** under this Contract.

<b>Exhibit A</b>				
<b>Statement of Work /Cost Model</b>				
<b>TASKS</b>	<b>SERVICE DESCRIPTIONS</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Subtotal</b>
<b>Elementary School Program Development Tasks</b>				
1	<b>Program Administration</b> - Administer the statewide School-based Bicycle Education Programs to develop the skills and street safety knowledge for elementary and middle school students to be more confident bicyclists for transportation and/or recreation.	432	\$99.91	\$43,161.12
2	<b>Equity Engagement</b> - Research how best to serve students with high equity needs by engaging a subset of school staff and parents from elementary and middle schools that serve high equity need students. Also ask about process steps that we need to change to make it easier for high equity need schools to implement these programs and work with us. Use the information to inform program/curriculum improvements.	545	\$86.98	\$47,404.10
3	<b>Implementation Plan</b> – By November 1, 2022 deliver a plan with a process for implementing a School-based Program to elementary and middle schools statewide (via grants to ESDs and large school districts) over the next 16 years. Base the process on experience deploying bicycling and road safety education programs via a train-the-trainer model. Include consideration for how schools will be chosen to participate, how the chosen schools (partner schools) will receive the curriculum, trainings, technical assistance, bicycles (including adaptive bikes), educational equipment, etc. Include information about how youth and families participating in the program would get an opportunity to receive a bike, lock, helmet, and lights free of cost. Include consideration of input WSDOT obtains from consultation with the environmental justice council and office of equity.	430	\$96.50	\$41,495.00

4	<b>Curriculum Refinement for Elementary</b> - Create program curriculum for elementary students using a combination of materials from the SRTS Bicycle and Pedestrian Curriculum used by OSPI, the Let's Go Program and based on experience with statewide bicycling and road safety education programs. Make sure that the curriculum is ADA accessible and that there are lessons for children with disabilities. Include awareness materials to inform teachers, parents and other community members about the program. This can include materials to support encouragement activities such as bike to school day events. Curriculum will meet OSPI learning requirements.	346	\$82.98	\$28,711.08
5	<b>Curriculum Refinement for Middle School</b> - Create program curriculum for middle school students using a combination of materials from the SRTS Bicycle and Pedestrian Curriculum used by OSPI, the Let's Go Further Program and based on experience with statewide bicycling and road safety education programs. Make sure that the curriculum is ADA accessible and that there are lessons for children with disabilities. Include awareness materials to inform teachers, parents and other community members about the program. This can include materials to support encouragement activities such as bike to school day events. Curriculum will meet OSPI learning requirements.	346	\$82.98	\$28,711.08
6	<b>Partner Schools</b> - Identify potential partner schools throughout the state that serve people of color, people of Hispanic heritage, people with disabilities, populations impacted by poverty, as well as populations on or adjacent to an Indian reservation, where there are environmental health disparities, there is a history of traffic crashes, or that have an identified need in a state, regional, or local plan. Consider geographic locations throughout the state and need to access community facilities/commercial centers.	179	\$78.96	\$14,133.84
7	<b>Outreach</b> - Attend school based meetings and conduct other outreach to identified partner schools/school districts to inform them about the program, technical support, funding and the curriculum.	329	\$78.49	\$25,823.21
8	<b>Application Process</b> - Conduct a competitive application process to identify and prioritize a list of partner schools throughout the state that serve people of color, people of Hispanic heritage, people with disabilities, populations impacted by poverty, as well as populations on or adjacent to an Indian reservation, where there are environmental health disparities, there is a history of traffic crashes, or that have an identified need in a state, regional, or local plan. Consider geographic locations throughout the state and need to access community facilities/commercial centers.	376	\$112.08	\$42,142.08

9	<b>Purchasing Process for Bicycles and Trailers</b> - Complete and manage a bid process in compliance with chapter 39.26 RCW and Department of Enterprise Services policy, to create a state convenience contract for the purchase of bicycles (include adaptive bicycles) and trailers (for bicycle storage/transportation).	128	\$128.52	\$16,450.56
10	<b>Reports to WSDOT and Legislators</b> - Prepare and submit 8 quarterly reports. Prepare a year end and final report for all tasks (with # of teachers trained, list of participating schools, students reached, teacher/school district evaluation results, program sustainability efforts, a summary of technical assistance provided, etc.), and information about the dissemination of results	96	\$128.52	\$12,337.92
<b>Middle &amp; High School Program Development Tasks</b>				
11	<b>Program Administration</b> - Administration of the Middle and High School Bicycle Education Program to develop the skills and street safety knowledge of youth ages 14-18 so they will be more confident bicyclists for transportation and/or recreation.	182	\$86.82	\$15,801.24
12	<b>Equity Engagement</b> - Research how best to serve students with high equity needs by engaging a subset of students (14-18), school staff and parents from schools that serve high equity need junior high and high school students. Also ask about process steps that we need to change to make it easier for high equity need schools to implement these programs and work with us. Use the information to inform program/curriculum improvements.	214	\$93.05	\$19,912.70
13	<b>Implementation Plan</b> By November 1, 2022 deliver a plan with a process for implementing a youth-based programming statewide over the next 16 years. Base the process on experience deploying youth-based programs serving youth of color in an after school and/or community settings; and deploying bicycling and road safety education curriculum via a train the trainer model. Include consideration for how target populations and partner organizations (such as schools, community-based organizations, housing authorities, and parks and recreation departments) that work with the eligible populations of youth ages 14 to 18 will be chosen to participate, how the chosen partner organizations will receive the educational curriculum, materials, equipment guidance and consultation, the initial instructor/volunteer trainings, and technical assistance. Include consideration of input WSDOT obtains from consultation with the Environmental Justice Council and Office of Equity.	214	\$93.05	\$19,912.70

14	<b>Partner Organizations</b> - Identify potential partner organizations throughout the state that serve youth (14-18) of color, youth of Hispanic heritage, youth with disabilities, youth impacted by poverty, as well as populations on or adjacent to an Indian reservation, were there are environmental health disparities, there is a history of traffic crashes, or that have an identified need in a state, regional, or local plan. Consider geographic locations throughout the state and need to access community facilities/commercial centers.	179	\$78.96	\$14,133.84
15	<b>Outreach</b> - Attend school based and community meetings to share information about the program and conduct other outreach to identified partner organizations to inform them about the program, technical support, funding and the curriculum.	182	\$86.82	\$15,801.24
16	<b>Reports to WSDOT and Legislators</b> - Prepare and submit 8 quarterly reports. Prepare a year end and final report for all tasks (with # of people trained, list of participating communities, youth ages 14-18 reached, evaluation results, program sustainability efforts, a summary of technical assistance provided), and information about the dissemination of results.	96	\$128.52	\$12,337.92
Sub total				\$398,269.63
Additional (non-personnel) Costs:				
Travel				\$25,000.00
Materials & Supplies				\$10,000.00
Indirect Costs				\$64,987.00
<b>TOTAL COSTS</b>				<b>\$498,256.63</b>
Signed				
Print Name, Title				