



CONTRACT

NO. K7995

FOR

DRIVER'S LICENSE ASSISTANCE AND SUPPORT FOR LOW INCOME IMMIGRANT AND REFUGEE WOMEN IN KING COUNTY

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF LICENSING**

and

RVC SEATTLE DBA MUJER AL VOLANTE

Dated 2023

CONTRACT

No. K7995

DRIVER'S LICENSE ASSISTANCE AND SUPPORT FOR LOW INCOME IMMIGRANT AND REFUGEE WOMEN IN KING COUNTY

This Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Department of Licensing, a Washington State governmental agency ("DOL") and RVC Seattle dba Mejur al Volante, a non-profit agency in Washington state ("Provider") and is dated and effective as of date of mutual execution.

RECITALS

- A. Pursuant to Legislative direction codified in Engrossed Substitute House Bill (ESHB) 1125 section 208, subsection 28, effective May 16, 2023.
- B. DOL has requested a sole source exception from the Department of Enterprise Services (DES) in accordance with its authority under RCW 39.26.140
- C. DOL has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** This Contract replaces and cancels DOL contract K7721, to continue from June 30, 2023 and ending June 30, 2025; unless at DOL's sole discretion the contract is terminated sooner or extended for additional periods. The parties may agree to additional terms based on written mutual agreement of the parties.
- 2. SCOPE – INCLUDED GOODS AND/OR SERVICES.**
 - 2.1. **CONTRACT SCOPE.** Pursuant to this Contract, Provider is authorized to provide only those goods and/or services set forth in *Exhibit A – Performance Measures*.
 - (a) **Goods.** For purposes of this Contract, "Goods" means all equipment, materials, supplies, ancillary parts, accessories, components, and other items purchased as defined in this Contract.
 - (b) **Services.** For purposes of this Contract, "Services" means all services of any nature that relates to the driving skills DOL has in their behind-the wheel guidelines.
- 3. PROVIDER REPRESENTATIONS AND WARRANTIES.** Provider makes each of the following representations and warranties as of the effective date of this Contract and at the time of performance pursuant to this Contract. If, at the time of performance, Provider cannot make such representations and warranties, Provider shall not perform and shall, within three (3) business days notify DOL, in writing, of such breach.

- 3.1. QUALIFIED TO DO BUSINESS. Provider represents and warrants that Provider is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
- 3.2. TAXES. Provider represents and warrants that Provider is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 3.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Provider represents and warrants that Provider possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Provider's proper performance of this Contract.
- 3.4. WAGE VIOLATIONS. Provider represents and warrants as previously certified in Provider's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Provider has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 3.5. CIVIL RIGHTS. Provider represents and warrants that Provider complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3.6. WASHINGTON SMALL BUSINESS Provider represents and warrants, as previously certified in Provider's Bidder Certification, that Provider qualifies as a Washington Small Business pursuant to RCW 39.26.010.
- 3.7. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Provider represents and warrants that Provider complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Provider providing gifts or anything of economic value, directly or indirectly, to State employees.
- 3.8. WASHINGTON'S STATEWIDE PAYEE DESK. Provider represents and warrants that Provider is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 3.9. ADVERTISING AND ENDORSEMENT. Provider understands and acknowledges that neither DOL nor the State of Washington are endorsing Provider's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Provider further represents and warrants that Provider shall make no reference to DOL or the State of Washington in any promotional material without the prior written consent of DOL.
- 3.10. CONTINGENT FEES. Provider represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.

4. SAFETY; SECURITY. Provider's failure to comply with any of the requirements in this Section shall be cause for termination.

- 4.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Provider shall meet all OSHA and other safety-related federal, state, and/or local regulatory DOL requirements applicable to the Goods and/or Services.
- 4.2. IT SECURITY POLICIES. Provider, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which will be made available to Provider upon request.
- 4.3. SAFETY AND HEALTH CORE RULES. Provider must comply with all Washington State, Washington Industrial Safety and Health Act (WISHA) Chapter 296-800 WAC Safety and Health Core Rules

5. DELIVERY & INSTALLATION.

- 5.1. DELIVERY REQUIREMENTS. Provider must ensure that the Goods and/or Services are delivered or provided as required by this Contract, including the requirements set forth in *Exhibit A*, or as otherwise mutually agreed in writing between DOL and Provider.

6. PERFORMANCE OF SERVICES.

- 6.1 PROVIDER KEY STAFF CHANGES. Except in the case of a leave of absence, sickness, DOL must be notified of any change in Provider Key Staff as soon as practicable but in no event less than five (5) working days after removal of such staff from their duties in support of this Contract.

7. INVOICING & PAYMENT.

- 7.1 PROVIDER INVOICE. Provider shall submit properly itemized invoices to DOL's contract manager. Such invoices shall itemize the following:
 - a) DOL Contract No. K7995
 - b) Provider name, address, telephone number, and email address for billing issues (i.e., Provider Customer Service Representative).
 - c) Provider's Federal Tax Identification Number.
 - d) Applicable taxes.
 - e) Providers' statewide vendor number which has been issued by the Office of Fiscal Management (OFM)
 - f) Description of services and deliverables
 - g) Total invoice amount: and payment terms

Invoices will not be processed for payment until receipt of a complete invoice as specified herein. DOL shall have no obligation to pay Provider for any goods or services that do not comply with this Contract.

- 7.2 PAYMENT. The total amount of compensation by DOL to RVC Seattle dba Mujer al Volante under this contract, will not be greater than two million (2,000,000.00). This is the maximum amount of compensation available under Engrossed Substitute House Bill (ESHB) 1125 section 208, subsection 28, Dol's compensation is conditionally based on RVC Seattle DBA Mujer al Volante meeting all deliverables within the respective time periods for and providing an itemized invoice. Both parties understand that this agreement is a performance -based agreement per RCW 39.26.180
- 7.3 OVERPAYMENTS. Provider shall promptly refund to DOL the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Provider; *Provided*, however, that DOL shall have the right to elect to have either direct payments or written credit memos issued. If Provider fails to make timely refunds of overpayment(s) (either directly or by such credit memo), Provider shall pay DOL interest at a rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Provider.
- .4 TAXES/FEES. Provider promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, DOL shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Provider's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Provider shall include federal excise taxes only if, after thirty (30) calendar days written notice to DOL.

9. CONTRACT MANAGEMENT.

- 9.1 CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of contract administration for this Contract. DOL's contract administrator shall provide contract administrative oversight. Provider's contract administrator shall be Provider's principal contact for invoice/billing activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Department of Licensing

Attn: Brad DeVol
Contract Manager
Tel: (360) 634-5131
Email: bdevol@dol.wa.gov

RVC Seattle dba Mujer al Volante

Attn: Kristine Maramot
Contract Manager
Tel: (206) 880-3089
Email: kriistine@evcseattle.org
mujeralvolantesp@gmail.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

10. RECORDS RETENTION & AUDITS.

- 10.1 RECORDS RETENTION. Provider shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Provider shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 10.2 AUDIT. DOL reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Provider properly has invoiced DOL. Accordingly, Provider shall permit DOL and any other duly authorized agent of a governmental DOL, to audit, inspect, examine, copy and/or transcribe Provider's books, documents, papers, and records directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11. INSURANCE.

- 11.1 REQUIRED INSURANCE. Provider, at its expense, shall maintain in full force and affect the insurance coverage set forth in *Exhibit C– Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to, and included in the prices for Goods and/or Services and no additional payment shall be made to Provider.
- 11.2 WORKERS COMPENSATION. Provider shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Provider fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, [DOL] may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Provider. If Provider performs Services on DOL'S behalf in the State of Washington, and only to the extent of claims against Provider by DOL under the Indemnity obligations in this Contract, Provider expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Provider's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

12. CLAIMS.

- 12.1 ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Provider assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with Provider's operations under this Contract. DOL has made no representations

regarding any factor affecting Provider's risks. Provider shall pay for all damage to any DOL's property resulting directly or indirectly from Provider's acts or omissions under this Contract, even if not attributable to negligence by Provider or its agents.

- 12.2 THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Provider shall defend, indemnify, and hold DOL and its employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Provider's or its successors', agents', and subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract, ; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of DOL. The parties agree that if there are any limitations of Provider's liability, including a limitation of liability clause for anyone for whom the Provider is responsible, such limitations of liability shall not apply to injuries to persons, including death, or to damages to property. Provider shall take all steps needed to keep DOL's property free of liens arising from Provider's activities, and promptly obtain or bond the release of any such liens that may be filed.

13. DISPUTE RESOLUTION.

- 13.1 The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such a situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

14. SUSPENSION; EXPIRATION; TERMINATION; REMEDIES.

- 14.1 TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 14.2 TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. DOL may suspend or terminate this Contract, at the sole discretion of DOL or, as applicable, if DOL reasonably determines that: (a) a change in Federal or State legislation or applicable laws

materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects DOLS' ability to pay Provider. A change of available funds as used in this section includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, DOL will reimburse Provider for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, DOL will have no obligation or liability to Provider.

14.3 TERMINATION FOR PUBLIC CONVENIENCE. DOL, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in DOLS' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve [DOL] from payment for Goods and/or Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, DOL shall not have any obligation or liability to Provider.

14.4 DEFAULT. Any of the following events shall constitute cause for DOL to declare Provider in default of this Contract:

- (a) Provider fails to perform or comply with any of the terms or conditions of this Contract.
- (b) Provider breaches any representation or warranty provided herein; or
- (c) Provider enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.5 LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods and/or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

15 PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

15.1 WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

15.2 DOL OBLIGATION. In the event that DOL receives a public records disclosure request pertaining to records that Provider has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive DOL, prior to disclosure, will do the following: DOLS' Public Records Officer will review any records marked by Provider as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, DOL will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where DOL determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure

properly applies, DOL will notify Provider, at the address provided in the Contract, of the public records disclosure request and identify the date that DOL intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Provider, at Provider's sole expense, timely obtains a court order enjoining DOL from such disclosure. In the event Provider fails to timely file a motion for a court order enjoining such disclosure, DOL will release the requested record(s) on the date specified. Provider's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Provider of any claim that such records are exempt or protected from public disclosure.

16 GENERAL PROVISIONS.

- 16.1 TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract. COMPLIANCE WITH THE LAW. Provider shall comply with all applicable law. Provider shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 16.4 AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 16.5 AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 16.6 NO DOL. The parties agree that no DOL, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 16.7 INDEPENDENT PROVIDER. The parties intend that an independent provider relationship is created by this Contract. Provider and its employees or agents performing under this Contract are not employees or agents of DOL. Provider shall not have authorization, express or implied, to bind DOL to any agreement, liability, or understanding, except as expressly set forth herein. Provider and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through DOL or the State of Washington and DOL and the State of Washington will not pay for or otherwise provide such coverage for Provider and its employees and agents.
- 16.8 ASSIGNMENTS. Provider may not assign its rights under this Contract without DOL's prior written consent and DOL may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Provider provides written notice to DOL within thirty (30) days, Provider may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Provider that controls or is controlled by or under common control with Provider, is merged or consolidated with Provider, or purchases a majority or controlling interest in the ownership or assets of Provider. Unless otherwise agreed, Provider guarantees prompt

performance of all obligations under this Contract notwithstanding any prior assignment of its rights.

- 16.9 BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 16.10 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Provider irrevocably assigns to DOL, on behalf of the State of Washington, any claim for relief or cause of action which Provider now has or which may accrue to the Provider in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Provider's obligations under this Contract, including, at DOL's option, the right to control any such litigation on such claim for relief or cause of action.
- 16.11 FORCE MAJEURE. Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the rights reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract. Notwithstanding any provision to the contrary, in the event that a Provider-declared force majeure event lasts for more than thirty (30) days, [DOL] shall have the right to terminate the Contract and/or purchase the goods and/or services set forth in this Contract; *Provided*, however, that in such event, Provider shall not be liable to [DOL] for any price difference for such goods and/or services.
- 16.12 SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 16.13 WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 16.14 SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following

the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

- 16.15 GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 16.16 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to submit to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 16.17 FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 16.18 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 16.19 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 16.20 CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 16.21 ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement 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.
- 16.22 COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

DEPARTMENT OF LICENSING

RVC Seattle dba Mejur al Volante

By: _____

By: _____

Title: _____

Title: _____

PERFORMANCE MEASURES

Background

RVC Seattle dba Mejur al Volante mission is to strengthen the power of communities of color to create a more equitable society through capacity-building, leadership development and operations support. They accomplish this through their core programs and services as well as through leading partnerships with community members and organizations of color.

Performance Metric	Task	Due Date
Mujer al Volante	<p>The provider will successfully complete a final draft report to DOL contract manager 30 days prior to deadline of December 1st for each year of the biennium 2023 -2025. To Include:</p> <ol style="list-style-type: none"> <i>1. The annual budget of the contracted provider in the preceding year.</i> <i>2. information regarding private and other governmental support for the activities of the provider.</i> <i>3. a description of the number of people served, services delivered, and outcome measures.”</i> 	November 1 of each year of contract
Community engagement:	The provider will have demonstrated effective community engagement with outreach events	November 1 of each year of contract

Educational Driving Workshops	<p>Conduct a before and after survey knowledge test for each participant that takes part in the program to Include:</p> <ol style="list-style-type: none"> 1. <i>Number of women who completed workshops.</i> 2. <i>Number of women who received behind the wheel scholarships.</i> 3. <i>Number of women who received stipends.</i> 4. <i>Number of women who took the knowledge test.</i> 5. <i>Number of women who passed the knowledge test.</i> 6. <i>Number of women who received driver's license.</i> 	November 1 of each year of contract
Subject matter expertise:	The provider's hired provider will have an expertise in the field of driver instructional training to a degree which qualifies the provider to assist the immigrant and refugee women	During performance of this contract
New driver training:	Behind the wheel training to fall in line with the WA State guidelines as set forth in the DOL guidebook.	During performance of this contract
Insurance Endorsements:	Provider timely provides to DOL, without exception, annual insurance endorsements for the insurance coverages required by this Contract. <i>See Exhibit C–Insurance Requirements at § 4.</i>	November 1 of each year of contract
Subcontractor Data:	Provider must supply any and all data that relates to the use of subcontractor in the fulfillment of this contract	Within first 30 days of contract execution
Invest in technology	Purchase equipment to bolster the behind the wheel training to include driving simulator, audio version of WA Driver Guide	Upon execution of contract and June 30, 2025
Translation and Interpreters	Hiring of additional interpreters to assist with the classroom and knowledge testing/ driving exams	Upon execution of contract and June 30, 2025
Data Analysis	Provider to provide the number of completed workshops, scholarships, WA State ID, <i>as part of the yearly report</i>	November 1 of each year of contract

Add an additional location	Expand services to King County area	Upon execution of contract to June 30, 2025
Financial Assistance	<p>Provider to offer financial assistance to low-income immigrant, and refugee women in obtaining behind the wheel training. <i>As part of the yearly report.</i></p> <ul style="list-style-type: none"> • 100 behind the wheel scholarships for low income • 250 stipends for knowledge skills test for low-income 	Upon execution of contract and June 30, 2025

INVOICE TEMPLATE



A19-1A.pdf

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Contract, Provider shall obtain and maintain in full force and effect, at Provider's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$3,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract.
 - b. **WORKERS' COMPENSATION INSURANCE.** Provider shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYER'S LIABILITY (STOP GAP) INSURANCE.** Employer's liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

The insurance coverage limits set forth herein are the minimum. Provider's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Provider from liability in excess of such limits. Provider waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Provider must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. DOL reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized DOL (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Provider shall furnish to DOL as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to DOL that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Provider shall furnish to DOL an updated or renewed certificate of insurance, satisfactory to DOL, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be delivered to [DOL] by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as [DOL] may specify in writing:

US Mail: ASD Contracts & Procurement – Contract Insurance Certificate
Contract No. K7995 – IMMIGRANT AND REFUGEE WOMEN IN KING COUNTY
Attn: Contract Coordinator
Department of Licensing
405 Black Lake Blvd SW
Olympia WA 98502

Email: dolprocurements@dol.wa.gov

Note: For Email notice, the Email Subject line must state:

**Contract Insurance Certificate – Contract No. K7995 RVC Seattle
dba Mejur al Volante**

5. **PRIMARY COVERAGE.** Provider's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any DOL. All insurance or self-insurance of the State of Washington and/or DOL shall be excess of any insurance provided by Provider or subcontractors.
6. **WAIVER OF SUBROGATION.** Provider waives all rights of subrogation against the State of Washington and any DOL for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
7. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Provider to DOL. Failure to provide such notice, as required, shall constitute default by Provider. Any such written notice shall include the Contract number stated on the cover of this Contract.