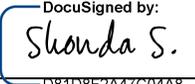
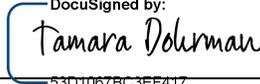


		<b>Commercial Driver License Program Third Party Tester</b>		<b>DOL Contract K6551 Supersedes K5912</b>	
<b>Contract</b>					
Start date <b>07/01/18</b>		End date <b>06/30/20</b>		Contract amount <b>Non-Financial</b>	
<b>Purpose</b> <b>This Contract establishes the requirements for the authorization of the Contractor to facilitate the testing of Washington's commercial driver applicants under Washington State standards.</b>					
<b>Contractor</b>					
Contractor name <b>Whatcom Transportation Authority</b>			Statewide Vendor Number		Uniform Business Identifier (UBI)
Address <b>4111 Bakerview Spur</b>			Driver License Number		
Contract Manager Name <b>Magan Waltari</b>		(Area code) Telephone <b>(360) 527-4874</b>		Email <b>maganw@ridewta.com</b>	
Signatory Name <b>Peter Stark</b>				Email <b>peters@ridewta.com</b>	
<b>Department of Licensing (DOL)</b>					
Department/ Administration <b>Commercial Driver License Program</b>			Division <b>Program &amp; Services Division</b>		
Contract manager <b>Lauren Burbage</b>			Contact address <b>PO Box 9030, Olympia, WA 98507-9030</b>		
(Area code) Telephone <b>(360) 902-3842</b>			Email <b>lburbage@dol.wa.gov</b>		
<b>Attachments</b>					
<b>This Contract includes the following attachment(s):</b> <b>ATTACHMENT A: THIRD PARTY TESTING REQUIREMENTS</b> <b>ATTACHMENT B: CODE OF ETHICS</b> <b>ATTACHMENT C: COMPLIANCE MATRIX</b> <b>ATTACHMENT D: CDL EXAMINER APPLICATION APPROVAL</b> <b>ATTACHMENT E: THIRD PARTY EXAMINER REQUEST</b> <b>ATTACHMENT F: EXAMINER CONSENT FORM</b> <b>ATTACHMENT G: TITLE VI ASSURANCES</b>					
<b>The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding, all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract.</b>					
Contractor signature			DOL signature		
DocuSigned by:  Signing on behalf of _____ Date <b>6/26/2018</b>			DocuSigned by:  Date <b>6/26/2018</b>		
Name <b>Peter Stark</b>			Name <b>Tamara L. Dohrman</b>		
Title <b>General Manager Whatcom Transportation Authority</b>			Title <b>Assistant Director, ASD</b>		
Email <b>peters@ridewta.com</b>					

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This authorization agreement (hereinafter "Agreement") is entered into by the State Washington, Department of Licensing (hereinafter called "DOL"), and Whatcom Transportation Authority (hereinafter "Contractor"). DOL and Contractor may be individually referred to as 'party,' or jointly referred to as 'parties.'

Pursuant to the mutual terms and conditions herein, the parties hereby agree as follows.

## **BACKGROUND INFORMATION:**

### **1. PURPOSE**

It is the purpose of this Contract to authorize eligible third-party individuals or entities to facilitate the skills testing of Washington's commercial driver applicants seeking to receive a Commercial Driver's License (CDL) from DOL. This agreement establishes the terms, conditions, and requirements under which the Contractor is authorized to be a Third Party Examiner (TPE) for such purposes.

This agreement also terminates, replaces, and/or supersedes any prior agreement of the parties allowing Contractor to engage in third party testing.

### **2. AUTHORIZATION**

This agreement is made pursuant to the authority granted in RCW 46.25.060(c), and 308-100-140 WAC, which directly allow DOL to authorize the use of Third Party Examiner. The terms and conditions herein are further consistent with 49 C.F.R. Sec.383.75.

### **3. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meanings set forth below:

- a) **"CDL Test Route"** shall mean the areas for completing the pre-trip inspection, or safety inspections, basic controls and road test, which is approved by DOL.
- a) **"CFR"** shall mean the Code of Federal Regulations related to the "FMCSR" Federal Motor Carrier Safety Regulations promulgated by the U.S. Department of Transportation.
- b) **"Conflict of Interest"** shall mean a situation in which a person or organization is involved in multiple interests, financial or otherwise, one of which could possibly corrupt the motivation or decision-making of that individual or organization.
- c) **"Contractor"** shall mean the person or entity performing Services under this Contract.
- d) **"Contract Manager"** shall mean the representative identified in the text of this Contract who is delegated the authority to administer this Contract.
- e) **"CSTIMS"** shall mean the Commercial Skills Test Information Management System.
- f) **"Examiners' Manual"** means the Commercial Driver's Examiners' Manual promulgated by the state of Washington, Department of Licensing.
- g) **"FMCSA"** shall mean the Federal Motor Carrier Safety Administration.
- h) **"Invalidate Driver Test"** shall mean the individual taking the test must retake the test, and at the Applicant's request the examiner must retest the applicant free of charge.
- i) **"Personal Information"** shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.17.310 or other state and federal statutes.

- j) **“RCW”** shall mean the Revised Code of Washington. All references in this document to RCW chapters or sections shall include any successors, amended, or replacement statutes.
- k) **“Test”** shall mean all three segments of the skills/knowledge examination required in CSTIMS. It will be determined by the Department if an applicant must re-take any portion of the test.
- l) **“Training”** shall mean participating in mandatory online and/or in person training scheduled by the Department. Types of mandatory training include:
  - “Recertification Training” shall mean completing the entire certification process which is required every four (4) years or at the Department’s discretion.
  - “Annual In-service Training” shall mean a refresher course which may include updated policy, procedure and program requirements.
  - “Specified Supplemental Training” shall mean targeted training as required by the Department.
- m) **“Resolution Action Plan”** shall mean the plan the TPE develops to ensure the violation does not reoccur. Plan must include: action step/s, who will be responsible for taking the step/s, when the plan will be implemented and what resources the TPE will dedicate to the plan.
- n) **“Stop Service”** shall mean the immediate suspension of all activities including testing and administering examinations until approved by DOL and reactivated in CSTIMS. Shall also require TPE to allow DOL to utilize their facilities and equipment to complete any test scheduled for that day and those that cannot be rescheduled.
- o) **“Third Party Examiner”** (TPE) shall mean the individual employed by the Contractor and authorized by the Department of Licensing to conduct CDL skills tests.
- p) **“WAC”** shall mean the Washington Administrative Code. All references in this document to WAC chapters or sections shall include any successor, amended, or replacement statutes.

**SPECIAL TERMS AND CONDITIONS:**

**4. GRANT OF AUTHORITY**

DOL, pursuant to the terms and conditions herein, hereby grants to Contractor the limited authority to perform third party examinations of commercial driver applicants seeking or maintaining a CDL. This authority is conditioned on the Contractor complying with all terms and conditions of this Agreement, specifically including all requirements noted on Attachments A, B, and G.

**5. TERM OF CONTRACT**

The term of this contract begins on the date of mutual execution and ends on June 30, 2020. This contract may be extended by mutual written agreement of the parties. The expiration or termination of this contract automatically withdraws DOL’s authority allowing the Contractor to engage in any third party testing.

**6. COMPENSATION**

There is no requirement for DOL to compensate the Contractor under this contract. DOL is not responsible for any costs or expenses incurred by the Contractor in the performance of any duties under this agreement. The amount of compensation charged to the applicants by the Contractor must be approved by DOL.

Independent TPEs must complete and submit an A-19 with proper documentation to be reimbursed for fees collected by DOL on behalf of Contractor. If logs are submitted after the 5th of the following month, reimbursements may be delayed.

**7. BACKGROUND CHECKS**

Each examiner must receive and pass an FBI National Background check in accordance with Federal Regulation CFR 384.228. As an additional requirement, a WSP Background check for each examiner is required upon contract renewal.

## **8. AUDITS**

DOL will conduct audits of the Contractor to determine compliance with this Agreement, with all examiner certification requirements, and with 49 C.F.R. Sec.383.75. Audits will also measure Examiner's ability to properly perform CDL examinations.

Annual Audits: DOL will conduct performance audits at least annually to verify the contractor's compliance with this agreement and to further verify employee certification. Contractor's failure to permit the audit as required will result in the suspension of the Contractor's authorization to perform CDL Third Party Testing. Only the Examiners who are properly certified at the completion of the audit will maintain their authorization to conduct third party testing.

Random Audits: In addition to the Annual audits, DOL may conduct random overt, covert and administrative performance audits. Audits will be performed at DOLs discretion. Contractor's failure to permit the audit as required will result in the suspension of the Contractor's authorization to engage in any CDL testing under this agreement.

Audit reports may result in:

- a. Require a Resolution Action Plan for DOL's approval
- b. Require attendance at training and/or
- c. Suspend authorization under this contract

Attachment C: Compliance Matrix, will be used to ensure the examiner adheres to state and federal guidelines. Disciplinary actions resulting from violations will be calculated during a preceding 12-month period.

Resolution Action Plans: Audit findings will be corrected as set forth in the matrix incorporated hereto as Attachment C: Compliance Matrix.

## **9. SAFEGUARDING OF PERSONAL INFORMATION**

### **A. DATA SECURITY AND SAFEGUARDING**

Data obtained by Contractor, directly from the Driver Applicants is categorized by the state of Washington as being Confidential Information containing personal information. Because Contractor will be storing such information on behalf of the Driver Applicants, and will be further supplying such information to DOL, Contractor has a continuing obligation to comply with all federal and state laws, regulations, and security standards as enacted or revised over time, regarding Data Security, electronic data interchange and restricted uses of such information.

The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of confidential information. The Contractor shall prohibit the access, use, and disclosure of such Information to individuals and entities other than the specific named applicant, DOL, or any entity designated by DOL for investigative purposes. This prohibition includes, without limitation, providing the information to any law enforcement official for purposes of investigating, locating, or apprehending individuals for immigration related violations.

If DOL believes that Contractor's electronic data security standards are not adequate for the overall protection of confidential information, DOL can require Contractor to increase its data security measures, or terminate this agreement.

### **B. PERMISSIBLE USE**

Licensee may only use Confidential and Personal Information for purposes strictly limited to Contractor's functions as a third party tester and the need to maintain and use such information to

allow commercial driver applicants to obtain a commercial driver's license from DOL. All other use of Data is strictly prohibited. This prohibition includes, without limitation, the use for unsolicited business contact, or other commercial purpose unless specifically authorized by DOL or otherwise as directed by law.

The term "*unsolicited business contact*" means a contact that is intended to result in, or promote, the sale of any goods or services to a person named in the disclosed information.

The term "*commercial purposes*" means using or intending to use information for the purpose of facilitating a profit-expecting business activity.

### **C. ADDITIONAL SAFEGUARDING REQUIREMENTS**

The Contractor shall destroy all Personal Information after retention requirements of this contract have been met.

DOL reserves the rights to monitor, audit, or investigate the use of Personal Information collected, used or acquired by the Contractor through this Contract.

The Contractor shall notify DOL Contract Manager within twenty-four (24) hours after becoming aware of any unauthorized access, use or disclosure of Confidential Information.

Any breach of this clause is to be deemed as a material breach of this Contract.

## **10. INSURANCE**

Prior to performing any third party testing, Contractor, must have and maintain insurance as set forth below. Contractor:

### Required Coverages

Contractor shall maintain a commercial general liability insurance policy, including contract liability, in adequate quantity to protect against legal liability arising out of activity from this Agreement, with a limit no less than \$1,000,000 per occurrence, unless such amount is lowered or waived in writing by DOL. Insurance must be maintained with carriers that are authorized to do business in Washington State, and maintain a minimum AM Best rating of A-: VII, or an equivalent rating with a similar rating agency.

All insurance must be primary to any other insurance programs afforded to or maintained by DOL or the state of Washington. Contractor waives all rights against DOL and the state of Washington for recovery of damages to the extent that such damages would be covered by general liability or umbrella insurance maintained by Contractor pursuant to this Agreement.

Contractor must notify DOL within thirty (30) days if a claim has been made under the commercial general liability policy related to the Data provided under this Agreement.

#### A. Additional Insureds

DOL must be named as an additional insured on the General Liability policy.

#### B. Notice of Cancellation

Contractor, shall provide written notice thirty (30) days in advance of the cancellation of any insurance required hereunder.

#### C. Certificates of Insurance

Prior to receiving any Data, Contractor shall provide DOL a valid certificate or certificates of insurance demonstrating the fulfillment of all requirements herein.

Contractor will submit renewal certificates on a yearly basis prior to the expiration of the previous certificate during the term of this Agreement, which must be received on or before ten (10) business days following the renewal of any policies.

Failure to provide DOL with the Certificates of Insurance may result in immediate suspension of the

authorization granted herein, and may result in termination of this Agreement.

**D. Cost of Insurance**

Contractor is solely responsible for all costs of its insurance.

**E. Self-Insurance**

If Contractor, is self-insured and can verify that its surety meets all of the above requirements, Contractor may request DOL to accept the terms of its self-insurance program. DOL has final discretion on whether the Contractor's self-insurance program is accepted.

**11. BOND REQUIREMENTS (INDEPENDENT TPE ONLY):**

Contractor must obtain and maintain a bond amount equal to \$25,000.00, in order to secure payment for re-testing drivers in the event that the Contractor or one or more of its examiners is involved in fraudulent activities related to conducting skills testing of applicants for a CDL. State agencies and related inter-local governing agencies are exempt from bond requirements

The Bond must be issued by a licensed insurance or bonding company authorized to do business in the state of Washington and have a rating of A-, Class VII or better. All expense for the bond are to be paid by the Contractor. Contractor must furnish DOL a copy of the bond within [15] days of the contract's execution. The bond must remain in effect during the entirety of the contract.

Failure to meet and/or maintain all bond requirements of this section will automatically suspend Contractors' authorization to perform third party testing under this Agreement.

**12. BREACH**

Non-compliance with any terms, conditions, restrictions, or required performances of this Agreement, whether by Contractor or by its examiners, may be deemed a breach of this Agreement. Different levels of breaches may require different corrective measures. Attachment C: Compliance Matrix is incorporated hereto as a guide which provides examples of various corrective actions in response to specific breaches. This Attachment is not all inclusive; DOL retains the right to seek corrective action over breaches not included in the matrix. DOL also retains the right to excel the corrective actions if DOL believes that actions were intentional, likely to be repeated, or pose an immediate harm to the general public.

**13. CONFLICT OF INTEREST**

Any Conflict of Interest will be cause for termination. Conflicts of Interest under this contract include, but are not limited to the following conditions:

- a. Testing Third Party Examiners. (only DOL may test TPEs -Applies to all TPEs)
- b. Testing a driver who has been trained by you, the Examiner, regarding commercial vehicle operation or skills test practice. **(Applies to all TPEs)**
- c. Testing a driver who has attended a school owned or operated by the same ownership organization you work for. **(Applies to all TPEs)**
- d. Testing any family member, relative or friend. **(Applies to Independent TPEs)**
- e. Having another Examiner who is a family member conduct tests for your school or organization. **(Applies to Independent TPEs)**

**14. TERMINATION**

Termination of this Agreement may be made as set forth in the paragraphs below. All termination matters may be equally applied to a suspension of authorization instead of a full termination, except that any suspension lasting longer than ninety (90) days will automatically terminate this Agreement.

**A. Unilateral Termination by Contractor**

Contractor may terminate this Agreement at any time and for any reason upon providing written notice to DOL ten (10) business days in advance of the termination effective date. If at the time of termination Contractor was under a resolution action plan or cure process DOL may refuse future Agreements.

**B. Administrative Terminations**

If DOL's authority to engage in this Agreement is suspended or terminated, such a termination or suspension will automatically cause a termination or suspension of this Agreement. DOL is to provide as much notice as possible when such termination or suspension appears imminent.

Additionally, if DOL, as a state agency, determines that the continuation of this Agreement no longer conforms to DOL's policy, and/or is no longer in the best interests of DOL or the state of Washington, DOL may terminate this Agreement for convenience by giving written notice to the Contractor at least fifteen (15) business days before the effective date of termination.

**C. Termination for Cause**

DOL may terminate this Agreement for breaches that justify such termination as set forth in the matrix, or as required if DOL believes that a breach is intentional, likely to be repeated, or poses an immediate harm to the general public

**15. RESERVATION OF RIGHTS**

DOL reserves the right to check the TPE's driving record at any time to ensure Examiners maintain the required qualifications.

**GENERAL TERMS AND CONDITIONS**

**16. ALTERATIONS AND AMENDMENTS**

This Agreement may only be amended by mutual agreement of the Parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each Party.

Only DOL's director or designated delegate by writing has the expressed authority to alter, amend, modify, or waive any clause or condition of this Agreement.

**17. CONTRACT MANAGEMENT**

Contract Managers are the designated personnel by each Party to be that Party's point of contact for all inquiries, correspondence, and notices relating to this Agreement. The named Contract Managers listed on page one are the respective Contract Managers for each party. Additional personnel may be identified as being secondary contract managers for specific purposes.

The use of email to the most current email address of the other Party's Contract Manager is the primary designated form of providing all written inquires, communications and notices under this Agreement.

Each party is responsible to notify the other Party in writing of any changes concerning its Contract Manager's name, phone number, or email address.

**18. GOVERNANCE**

This agreement is to be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder will be in the Superior Court of Thurston County,

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

- a) Applicable federal and state statutes and regulations;
- b) Special Terms and Conditions;
- c) General Terms and Conditions;
- d) All attachments in sequential order

**19. HOLD HARMLESS**

Contractor will hold DOL harmless for any damages or claims arising from its own acts and/or omissions, which includes those acts or omissions of its employees or agents. This includes any acts or omissions concerning the data safeguarding and permissible use of confidential data.

**20. LEGAL COMPLIANCE**

Contractor, in being authorized by DOL to perform under this contract, must comply with all state and federal laws and licensing requirements. This shall specifically include without limitation all laws concerning industrial insurance, all civil rights and non-discrimination laws, the Americans with Disabilities Act (ADA of 1990), and all federal and state employment laws. Failure to comply with this provision may be grounds for termination of this agreement regardless of effect it may have on the subject matter of this agreement.

**21. PUBLICITY**

Contractor must receive prior written consent of DOL before it may publish or use advertising and publicity matters in which DOL's name is specifically mentioned or can be implied. Contractor agrees to submit to DOL all advertising and publicity matters relating to the content of this Agreement in advance to any public dissemination or display.

**22. RECORDS ACCESS AND INSPECTIONS**

Contractor, at the request of DOL, must provide access to all records retained in connection with this agreement. Upon request, such records must be made available for audit, inspection, review, and/or copying at no additional cost to DOL.

**23. RECORD MAINTENANCE**

The Parties shall maintain all records relating to this Agreement, including all service and account records. All records and other material must be retained for six (6) years after expiration or termination of this Agreement.

If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved including any appeals and remands.

**24. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**25. WAIVER**

A failure by either party to exercise its rights under this contract shall not constitute a waiver of those rights under this contract unless a written waiver or such rights is signed by an authorized representative of the Party and attached to the original Contract.

**ATTACHMENT A: THIRD PARTY TESTING REQUIREMENTS**

**1. Under this agreement, DOL must:**

- A. Provide Examiners the current version of the following:
  - Hard Copy:
  - CDL Examiner's Manual, and any subsequent updates as needed
  - Skills Test Score Sheets
  - Test Cue Sheet
- B. Provide instructions to Contractor and Examiners on any electronic testing equipment and reporting systems as needed to ensure proper utilization of tools.
- C. Evaluate Examiner's performance at Contract completion, monthly, and at least annually. The evaluation will cover a period ending with an established date.
- D. Make the performance report available to the Contractor to include any compliance findings and required corrective action.

**2. To maintain authorization as described in this agreement, the Contractor must:**

- A. Submit to DOLs contract manager:
  - I. The written hiring criteria/selection information process for Examiners when applicable.
  - II. Within 24 hours submit notification of any termination of an Examiner for any reason other than decertification.
- B. Enter daily test results via CSTIMS application. Results must be entered within the same day the tests are conducted.
- C. Ensure Examiners follow all requirements of this agreement.
- D. Maintain a customer service policy.
- E. Allow DOL, FMCSA, or its representatives to conduct random examinations, inspections, and audits with or without prior notice. All documents pertaining to skills testing must be available on test site for review.
- F. Provide DOL Contract Manager with a list of additional fees that may be incurred by the person taking the CDL skills test other than the mandatory CDL skills test fee.
  - I. Prior written approval of all additional fees, including equipment rental fees, bank charge fees, etc. from the DOL Contract Manager must be received before conducting CDL skills testing.
- G. Retain a copy of the following at headquarters office per Federal Regulations under CFR 383.75 (8) (ix):

- I. A copy of each Third Party Examiner (TPE) State certificate authorizing the TPE to administer CDL Skills Tests for the classes and types of commercial motor vehicles listed,
- II. A copy of the current third party agreement,
- III. A copy of each completed CDL skills test scoring sheet for the previous three calendar years in accordance with the retention schedule.
- IV. A copy of the TPE's State approved road test route(s) and,
- V. A copy of each TPE's training record.

### 3. Examiners must:

- A. Prior to certification, pass an FBI National Background for all new examiners, per Federal Regulation CFR 384.228. A WSP Background check for all examiners is required upon contract renewal.
- B. Complete and submit a *Commercial Driver License Examiner Application Approval* form (DLE -520-329 R/12/13), *Attachment F* to DOL for all new Examiners.
- C. Successfully complete the DOL's CDL Third Party Examiner (TPE) core-training program and any supplemental or refresher training course(s) as scheduled or required by DOL.
- D. Conform to all requirements stated in the CDL Examiner's Manual. The Examiner's Manual has been provided to the organizations and each certified Examiner, and is hereby incorporated into this agreement.
- E. Maintain certification and compliance with all federal and state regulations, statutes, contract requirements, and adhere to the *Compliance Matrix, Attachment E*.
- F. Be professional, culturally sensitive and respectful of the customer(s) they serve, as well as industry partners and DOL staff with whom they interact. Examiners shall serve the public with all possible promptness and courtesy and shall convey only authorized information to the public.
- G. Develop their knowledge and skills through professional training, continuing education, and interaction with colleagues, and specialists in related fields. Examiners must maintain awareness of developments related to commercial vehicles, their operation and DOL testing procedures.
- H. CDL Examiners shall be punctual, prepared, and maintain a professional appearance and demeanor at all times while representing DOL.
- I. Adhere to the Code of Ethics, Attachment B
- J. Conduct a minimum of ten (10) CDL skills tests in a calendar year, CFR 383.75, for the duration of this contract, except where otherwise approved by DOL.
- K. Require each Examiner to sign a statement of compliance and understanding of contractual requirements upon contract renewal. *Employee Consent Form, Attachment H*, and to be available for auditing purposes per state retention schedule.

- L. Enter skills test schedules in CSTIMS three days prior to conducting tests.
- M. Examiners are authorized to only conduct tests authorized for third party examiners, and may not conduct tests on applicants designated for examination by DOL.
- N. An examiner requesting to use another Examiner's route must:
  - I. Secure permission from the other Examiner
  - II. Secure permission from the lot owner
  - III. Submit both written permissions to DOL
- O. The Examiner must collect all test fees from the applicant prior to the test.
- P. In the event an applicant fails the first test, the Examiner must conduct a second test at no additional cost. (RCW 46.25.060(1)(f))
  - I. An applicant may choose to test with another examiner, but the applicant will have to pay a new fee to the new examiner.

#### **4. TESTS**

- A. Tests are not valid unless a CDL test route that has been approved by DOL is used.
  - I. Tests must be conducted on different routes and courses than the customer was trained on.
  - II. All alternate test routes must be a minimum of 50 miles away from one another.

**\*\*\*THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK\*\*\***

**ATTACHMENT B: CODE OF ETHICS**

The following **Code of Ethics is applicable to all persons who provide CDL skills testing services**

1. **Scope of Practice** - CDL Examiners must maintain a professional demeanor to all test applicants, and may not counsel, advise, express personal opinions, or engage in any other activities which may be construed as constituting a service other than CDL skills testing services to individuals for whom they are testing.
  2. **Compensation** - CDL Examiners may not directly or indirectly receive any gifts, compensation, or benefits from test applicants for services rendered or to be rendered, except as allowed under the provisions of this Agreement. Examiners may not use DOL's time, facilities, equipment or supplies for their own private gain or advantage outside of the scope of this contract. Examiners may not use or attempt to use their position to secure privileges or exemptions from DOL.
  3. **Integrity** - CDL Examiners must uphold the honor and dignity of CDL Program and issuance of commercial licenses. Examiners must equally treat, test, and score all applicants in an objective fashion, and may not release, divulge, or counsel any information relating to equipment being used or the criteria of the test material to an applicant at any time during the examination.
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## **ATTACHMENT C: COMPLIANCE MATRIX**

### **COMPLIANCE MATRIX OVERVIEW**

1. DOL is the authority in determining who is authorized to conduct Third Party Testing under this agreement, and reserves the right to evaluate each circumstance and determine the proper course of action in all cases of contract breach. The Compliance Matrix is offered as an outline of typical responses to various breaches.
2. Violations will generally be handled in accordance with the respective matrix for each violation, to determine the level of severity of violation and possible corrective action.
3. If a Stop-Process violation by the Contractor is observed during a Skills Performance Audit, the DOL auditor may intervene to complete the examination for the applicant and the Contractor may not be allowed to continue the examination or any other subsequent exams that day.
4. In the event the contractor violates the terms of this contract DOL may:
  - a) Issue a written corrective action notice.

The Contractor may be allocated a period of time in which to take corrective action. If the Contractor is required to submit a resolution action plan, DOL will review the plan for feasibility. If the plan is not feasible, DOL will determine the appropriate corrective action.

- b) Suspend authorization under this contract
- c) Terminate this contract.

DOL retains sole discretion in determining which corrective actions the contractor is required to take to correct audit findings or regain testing authorization.

5. If Contractor disagrees with violations and/or corrective action, Contractor may request a review of the findings and corrective action within ten (10) Business Days. The review will be conducted by a DOL representative within ten (10) Business Days. DOL will notify Contractor if additional time is needed.
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COMPLIANCE MATRIX

**PROCEDURAL and CONTRACTUAL VIOLATIONS**

*References for this section: CFR 383.75, WAC 308-100-160, Contract Statement of Work*

**SEVERE**

Severe offenses may include any activity that can potentially create a significant and immediate public safety risk, or negligently or willfully violates the terms of the contract. Severe offenses include but are not limited to the following:

		<i>Examples:</i>	<i>Action:</i>
1.a	Conducts tests outside of authority/certification under terms of contract.	<ul style="list-style-type: none"> <li>• Conducts skills test on vehicle type not authorized.</li> <li>• Conducts test on unauthorized route.</li> <li>• Conducts test while on suspension status.</li> </ul>	<p><b>1<sup>st</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Immediate stop service until approval given by DOL</li> <li>• Attend next scheduled recertification training</li> <li>• Invalidate Driver(s) test</li> </ul> <p><b>2<sup>nd</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Immediate stop service</li> <li>• Invalidate Driver(s) test</li> <li>• Contract cancellation</li> </ul>
1.b.	Refusing DOL/FMCSA to conduct announced or unannounced random examinations, inspections and audits.	<ul style="list-style-type: none"> <li>• Contractor refuses entrance to auditor.</li> </ul>	<p><b>1<sup>st</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Immediate stop service until approval given by DOL</li> <li>• 30 or more day suspension</li> </ul> <p><b>2<sup>nd</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Immediate stop service</li> <li>• Contract Cancellation</li> </ul>

1.c.	<b>Intentionally falsifies documents.</b>	<ul style="list-style-type: none"> <li>• Listing the incorrect date of examination.</li> <li>• Listing incorrect test scores for examination.</li> <li>• Listing the incorrect vehicle type than what applicant tested in.</li> </ul>	<b>1<sup>st</sup> offense</b> <ul style="list-style-type: none"> <li>• Immediate stop service until approval given by DOL</li> <li>• 30 or more day suspension</li> </ul> <b>2<sup>nd</sup> offense</b> <ul style="list-style-type: none"> <li>• Immediate stop service</li> <li>• Contract cancellation</li> </ul>
1.d.	<b>Uses discriminatory practices while interacting with driver.</b>	<ul style="list-style-type: none"> <li>• Refuses service based on age, gender, race, sexual orientation, etc.</li> <li>• Makes disparaging remarks based on age, gender, race, sexual orientation, etc.</li> <li>• Increases or decreases level of difficulty of skills test based on age, gender, race, sexual orientation, etc.</li> </ul>	<b>1<sup>st</sup> offense</b> <ul style="list-style-type: none"> <li>• Immediate stop service until approval given by DOL</li> <li>• 30 or more day Suspension</li> </ul> <b>2<sup>nd</sup> offense</b> <ul style="list-style-type: none"> <li>• Immediate stop service</li> <li>• Contract cancellation</li> </ul>
1.e	<b>Illegal or negligent act</b>	<ul style="list-style-type: none"> <li>• Under the influence of drug/alcohol while performing examiner duties.</li> <li>• Accepting bribes or favors, selling or otherwise illegally providing passing results.</li> <li>• Using customer personal information for illegal purposes.</li> <li>• Conducting a test with the driver who is under the influence of drugs/alcohol.</li> </ul>	<b>1<sup>st</sup> offense</b> <ul style="list-style-type: none"> <li>• Immediate stop service</li> <li>• Contract cancellation</li> <li>• Invalidate Driver(s) test; if applicable</li> </ul>

**MODERATE**

Moderate offenses include breach of DOL policy, actions not consistent or in alignment with DOL contractual obligations, not maintaining professional/ethical conduct, or actions and conditions that are deemed unsafe. Moderate offenses include but are not limited to the following:

		<b>Examples:</b>	<b>Action:</b>
<b>2.a.</b>	<b>Conducts testing that violates conflict of interest provisions as outlined in the contract.</b>	<ul style="list-style-type: none"> <li>• Conducts skill test for someone they have trained.</li> <li>• Conducts skill test for someone within or with interests in their organization (applies only to IND TPT).</li> </ul>	<b>1<sup>st</sup> offense</b> <ul style="list-style-type: none"> <li>• Invalidate Driver(s) test</li> <li>• Warning letter</li> </ul> <b>2<sup>nd</sup> offense</b> <ul style="list-style-type: none"> <li>• Immediate stop service until approval given by DOL</li> <li>• Invalidate Driver(s) test</li> <li>• 30 or more day suspension</li> </ul> <b>3<sup>rd</sup> offense</b> <ul style="list-style-type: none"> <li>• Immediate stop service until approval given by DOL</li> <li>• Invalidate Driver(s) test</li> </ul>
<b>2.b.</b>	<b>Collects additional customer testing fees without DOL pre-approval per WAC 308.100.190; Fails to annotate administrative test fees collected via receipt and/or score sheet.</b>	<ul style="list-style-type: none"> <li>• Contractor charges driver per mile fee.</li> <li>• Contractor charges driver more than allowed fee by statute or rule.</li> </ul>	<b>1<sup>st</sup> offense</b> <ul style="list-style-type: none"> <li>• Warning letter</li> <li>• Proof of customer reimbursement of unauthorized fees</li> </ul> <b>2<sup>nd</sup> offense</b> <ul style="list-style-type: none"> <li>• Immediate stop service until approval given by DOL</li> <li>• Proof of customer reimbursement of unauthorized fees</li> </ul> <b>3<sup>rd</sup> offense</b> <ul style="list-style-type: none"> <li>• Immediate stop service until approval given by DOL</li> <li>• 30 or more day suspension</li> <li>• Possible cancellation of contract</li> <li>• Proof of customer reimbursement of unauthorized fees</li> </ul>

<b>2.c.</b>	<b>Failure to ensure driver meets all testing requirements.</b>	<ul style="list-style-type: none"><li>• <b>Conducting the skills test without the appropriate CLP endorsements.</b></li><li>• <b>Does not conduct all three segments of skills test in the same representative vehicle.</b></li><li>• <b>Conducted test with an expired CLP.</b></li><li>• <b>Fails to comply with mandatory waiting periods for any one of the 3 skills test segments.</b></li><li>• <b>Fails to wait 14 mandatory days prior to re-testing the customer.</b></li></ul>	<b>1<sup>st</sup> offense</b> <ul style="list-style-type: none"><li>• <b>Invalidate Driver(s) test</b></li><li>• <b>Warning letter</b></li></ul> <b>2<sup>ND</sup> offense</b> <ul style="list-style-type: none"><li>• <b>Invalidate Driver(s) test</b></li><li>• <b>Warning letter</b></li><li>• <b>Supplemental training required</b></li><li>• <b>Required submission of resolution action plan</b></li></ul> <b>3<sup>rd</sup> offense</b> <p><b>DOL will determine next course of action up to and including contract termination.</b></p>
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<p><b>2.d.</b></p>	<p><b>Fails to conduct CDL skills testing per established requirements.</b></p>	<ul style="list-style-type: none"> <li>• Conducts test in language other than English.</li> <li>• Conducts test not authorized to perform (Class B certified Examiner conducts Class A examination).</li> <li>• Conducts skills test for customer that requires special examination by DOL</li> <li>• Conducts skills test before or after daylight hours.</li> <li>• Fails to use standardized instructions during skills</li> </ul>	<p><b>1st offense</b></p> <ul style="list-style-type: none"> <li>• Invalidate Driver(s) test</li> <li>• Warning letter</li> </ul> <p><b>2<sup>nd</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Immediate stop service</li> <li>• Up to 30 day suspension</li> <li>• Invalidate Driver(s) test</li> </ul> <p><b>3<sup>rd</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Immediate stop service</li> <li>• Invalidate Driver(s) test</li> <li>• 30 or more day suspension</li> </ul>
<p><b>2.e.</b></p>	<p><b>Fails to follow required/established test practices.</b></p>	<ul style="list-style-type: none"> <li>• Incorrect testing of vehicle inspection, basic controls, or road test. (shortened/lengthened)</li> <li>• Unauthorized deviation from approved route.</li> <li>• Failure to follow acceptable score criteria when conducting skills test.</li> <li>• Examiner deletes, minimizes or expands beyond required score criteria.</li> <li>• Fails to stop the Skills test after observing an Equipment Failure, automatic disqualifying condition, or accumulation of errors when applicable.</li> </ul>	<p><b>1st offense</b></p> <ul style="list-style-type: none"> <li>• Invalidate Driver(s) test</li> <li>• Warning letter</li> </ul> <p><b>2<sup>nd</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Immediate stop service</li> <li>• Up to 30 day suspension</li> <li>• Invalidate Driver(s) test</li> <li>• Attend scheduled, specified supplemental training</li> </ul> <p><b>3<sup>rd</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Immediate stop service</li> <li>• Invalidate Driver(s) test</li> <li>• 30 or more day suspension and,</li> <li>• Attend scheduled, supplemental training prior to reinstatement</li> </ul>

2.f.	<p><b>Uses unauthorized probing &amp; prompting methods for conducting Skills tests.</b></p>	<ul style="list-style-type: none"> <li>• Points out equipment that was missed.</li> <li>• Provides clues/hints to driver that identifies missing portion.</li> <li>• Examiner intentionally attempts to confuse or mislead driver.</li> <li>• Conducts driver training for customers that fail any portion of the skills test; Exceeds scope of examiner's responsibilities by preparing drivers for next test attempt.</li> <li>• Failure to provide exact instructions per que sheet provided.</li> </ul>	<p><b>1st offense</b></p> <ul style="list-style-type: none"> <li>• Invalidate Driver(s) test</li> <li>• Warning letter</li> </ul> <p><b>2<sup>nd</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Immediate stop service</li> <li>• Up to 30 day suspension</li> <li>• Invalidate Driver(s) test</li> <li>• Attend specified supplemental training</li> </ul> <p><b>3<sup>rd</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Immediate stop service</li> <li>• Invalidate Driver(s) test</li> <li>• 30 or more day suspension and,</li> <li>• Attend supplemental training prior to reinstatement</li> </ul>
2.g.	<p><b>Fails to follow established data security practices.</b></p>	<ul style="list-style-type: none"> <li>• Fails to secure physical documentation/files.</li> <li>• Compromises data system (i.e. allows CSTIMS access to unauthorized person(s))</li> <li>• Fails to secure skills test information (i.e. score sheets, examiners manual, and receipts).</li> </ul>	<p><b>1<sup>st</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Warning letter</li> </ul> <p><b>2<sup>nd</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Immediate stop service</li> <li>• Up to 30 day suspension</li> </ul> <p><b>3<sup>rd</sup> offense</b></p> <ul style="list-style-type: none"> <li>• 30 or more day suspension</li> </ul>

<b>2.h.</b>	<b>Errors that result in the issuance of a license when not entitled (incorrect license) or non- issuance of a license when entitled.</b>	<ul style="list-style-type: none"><li>• <b>Documentation reflects incorrect representative vehicle.</b></li><li>• <b>Documentation reflects incorrect scores.</b></li><li>• <b>Documentation reflects incorrect endorsements.</b></li></ul>	<b>1st offense</b> <ul style="list-style-type: none"><li>• <b>Warning letter</b></li></ul> <b>2<sup>nd</sup> offense</b> <ul style="list-style-type: none"><li>• <b>Immediate stop service</b></li><li>• <b>Up to 30 day suspension</b></li><li>• <b>Attend specified supplemental training</b></li></ul> <b>3<sup>rd</sup> offense</b> <ul style="list-style-type: none"><li>• <b>Immediate stop service</b></li><li>• <b>30 or more day suspension and,</b></li><li>• <b>Attend supplemental training prior to reinstatement</b></li></ul>
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<b>LOW</b>			
Low offenses include lower level administrative functions such as accuracy, completeness or timeliness of paperwork and reporting. Low offenses include but are not limited to the following:			
		<i>Examples:</i>	<i>Action:</i>
<b>3.a.</b>	<b>Fails to comply with established CSTIMS scheduling rules.</b>	<ul style="list-style-type: none"> <li>• Conducts skills test 2 days after scheduling</li> <li>• Conducts skill test without entering schedule</li> <li>• Fails to submit correct test route on CSTIMS.</li> <li>• Schedules full test when performing partial test only.</li> </ul>	<p><b>1<sup>st</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Warning letter</li> </ul> <p><b>2<sup>ND</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Warning letter</li> <li>• CSTIMS supplemental training required</li> <li>• Required submission of resolution action plan</li> </ul> <p><b>3<sup>rd</sup> offense</b></p> <ul style="list-style-type: none"> <li>• DOL will determine next course of action</li> </ul>
<b>3.b.</b>	<b>Failure to ensure driver meets all administrative requirements.</b>	<ul style="list-style-type: none"> <li>• Conducts skills testing without Skills Test Results form.</li> <li>• Conducts skills testing without driver proof of insurance.</li> <li>• Conducts tests on Skills Test Results Form marked "Test by DOL".</li> <li>• Fails to verify current medical certificate.</li> </ul>	<p><b>1<sup>st</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Warning letter</li> </ul> <p><b>2<sup>ND</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Warning letter</li> <li>• Supplemental training required</li> <li>• Required submission of resolution action plan</li> </ul> <p><b>3<sup>rd</sup> offense</b></p> <ul style="list-style-type: none"> <li>• DOL will determine next course of action up to and including</li> </ul>
<b>3.c.</b>	<b>Non-critical documentation errors.</b>	<ul style="list-style-type: none"> <li>• Fails to submit required documentation in a timely manner.</li> <li>• Fails to submit completed/legible documentation.</li> <li>• Fails to enter vehicle gross weight</li> <li>• Fails to enter correct plate number (tractor plate number vs vehicle plate number).</li> </ul>	<p><b>1<sup>st</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Warning letter</li> </ul> <p><b>2<sup>ND</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Warning letter</li> <li>• Supplemental training required</li> <li>• Required submission of resolution action plan</li> </ul> <p><b>3<sup>rd</sup> offense</b></p> <ul style="list-style-type: none"> <li>• DOL will determine next course of action up to and including contract termination</li> </ul>

<p><b>3.d.</b></p>	<p><b>Critical documentation errors that prevent CDL issuance.</b></p>	<ul style="list-style-type: none"> <li>• Fails to enter correct start/end times in CSTIMS</li> <li>• Fails to enter correct trailer length in CSTIMS</li> <li>• Fails to select correct Class Type in CSTIMS</li> <li>• Fails to enter correct vehicle type in CSTIMS</li> </ul>	<p><b>1<sup>st</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Warning letter</li> </ul> <p><b>2<sup>ND</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Warning letter</li> <li>• Required submission of resolution action plan</li> </ul> <p><b>3<sup>rd</sup> offense</b></p> <ul style="list-style-type: none"> <li>• DOL will determine next course of action up to and including contract termination</li> </ul>
<p><b>3.e.</b></p>	<p><b>Fails to maintain proper insurance/bond per contract requirements.</b></p>	<ul style="list-style-type: none"> <li>• Allows insurance to lapse</li> <li>• Lowers insurance limits</li> <li>• Cancels insurance or bond</li> </ul>	<p><b>1<sup>st</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Warning letter</li> </ul> <p><b>2<sup>ND</sup> offense</b></p> <ul style="list-style-type: none"> <li>• Warning letter</li> <li>• Required submission of resolution action plan</li> </ul> <p><b>3<sup>rd</sup> offense</b>  DOL will determine next course of action up to and including contract termination.</p>

**ATTACHMENT D: CDL EXAMINER APPLICATION APPROVAL**

Click here to START or CLEAR, then hit the TAB button



**CDL Examiner Application Approval for Educational School District (ESD) or Transit**

Date of application

Use this form to request to be a Commercial Driver License (CDL) Third Party Tester for your organization. Return completed application to:

Contracts and Initiatives Unit, MS: 48111  
 Department of Licensing  
 PO Box 9030  
 Olympia, WA 98507-9030

Organization you represent (choose one):  ESD  Transit

Name (Last, First, Middle)		
Mailing address (Address, City, State, ZIP code)		
(Area code) Home telephone number	Driver license number	Date of birth
Organization	Coordinator/ Transit supervisor	
(Area code) Organization telephone number	Email	
Organization mailing address (Address, City, State, ZIP code)		
Date CDL received	Class (check all that apply) <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	Endorsement (check all that apply) <input type="checkbox"/> Passenger <input type="checkbox"/> School bus <input type="checkbox"/> Other
Experience (check all that apply) <input type="checkbox"/> School <input type="checkbox"/> Transit <input type="checkbox"/> Long haul <input type="checkbox"/> Other		
Geographic area in which you are applying		Estimated number of tests administered per month
Explain why you want to be a tester		

Certification	
Are you aware that if selected you are required to attend training for six days at your expense? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you have any convictions or disqualifications according to WAC 308-100-150 and WAC 308-104-160 prior to the date of this application? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	
If "yes", please explain	
Do you authorize the Department of Licensing to obtain a recent copy of your driving record at any time? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Date and place signed

**X** When you have completed this form, please print it out and sign here.  
 Applicant signature

**ESD/Transit Approval**

Recommendation <input type="checkbox"/> Approve <input type="checkbox"/> Deny	Date
Signature <b>X</b>	

For office use only	
CDL Program/Coordinator Approval <input type="checkbox"/> Approve <input type="checkbox"/> Deny	Date
Signature <b>X</b>	

**ATTACHMENT E: THIRD PARTY EXAMINER REQUEST**

## Commercial Driver License Third Party Examiner Request

As a result of your commercial driver training provided by ESD 112 school district/contractor, a transit organization, or a trucking school (IITR or Western Pacific), you can use this form to obtain a Skills Test Results form at any Licensing Service Office at no charge. However, CDL skills testing fees will be collected when applicable, by either the testing organization or by your Third Party Examiner.

Before you can test, you must bring this request to any driver licensing office to receive a Skills Test Results form to take to the third party examiner.

**This form must be filled out electronically. Once completed, print the form and sign and date where indicated. We will not accept handwritten forms.**

**Driver information**

Driver name <i>(Last, First, Middle initial)</i>	Washington driver license number
(Area code) Telephone number	Email address

**Training organizations** *(check one)* **ESD 112 School district/contractor**

School district and contractor (if applicable)	Name of authorized representative	
Fee submitted to <i>(provide name of agency, company, individual, etc.)</i>	Skills test fee amount	Control number (required)

 **Transit organization**

Transit department		
Name of authorized representative	(Area code) Telephone number	Email address

**Trucking school** **IITR**    **Western Pacific**

Name of authorized representative	(Area code) Telephone number	Email address
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*I understand that the Department of Licensing has the right to refuse this request in the interest of public safety.*

**X**

Signature of authorized representative

Date

**ATTACHMENT F: EXAMINER CONSENT FORM**

Name:	Date:

- 1. I attest to reading the contract between the Examiner and the Department of Licensing, specifically the Statement of Work (SOW). The SOW outlines my duties and responsibilities as a Third Party Examiner.**
- 2. Any disciplinary actions taken by the department will be reflected on me as the examiner.**
- 3. I have been provided a copy of the Compliance Matrix and understand the consequences outlined in the document.**
- 4. I understand I am not able to test an individual that I have trained.**
- 5. I will keep all information regarding drivers who are being tested confidential.**
- 6. It is my responsibility to maintain my eligibility by conducting 10 tests per calendar year.**
- 7. I will provide service to all classes of vehicle I am contracted and certified to test.**

**Signature:**

## **ATTACHMENT G: TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income or LEP, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, low-income or LEP.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FMCSA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FMCSA may determine to be appropriate, including, but not limited to: a. withholding payments to the contractor under the contract until the contractor complies; and/or b. canceling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Continued TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (" ....which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.");
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, sex, age, disability, low income or LEP)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.), as implemented by 49 C.F.R. § 25.1 et seq.

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