

INTERGOVERNMENTAL SUBGRANT AGREEMENT
Value Pricing Pilot Program (VPPP) Grant Awarded for
Peer to Peer Car Share

**PBOT: Evaluating the Effects of Peer-to-Peer Car Sharing and
Other Incentives on Travel Behavior**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and the CITY OF PORTLAND BUREAU OF TRANSPORTATION, acting by and through its elected officials, hereinafter referred to as "PBOT," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. On November 21, 2011, the United States Department of Transportation, Federal Highway Administration (FHWA) approved the Value Pricing Pilot Program (VPPP) 2011 Grant Award Proposal, allocating \$1,725,000 in federal funds for the "Evaluating the Effects of Peer-to-Peer Car Sharing and Other Incentives on Travel Behavior" Project. The joint recipients of this grant are Portland State University Oregon and its Transportation Research and Education Consortium (OTREC), the City of Portland Bureau of Transportation (PBOT) and Getaround, Inc.
3. On April 2, 2012, FHWA and ODOT entered into Cooperative Agreement No. 28286 to establish, maintain and monitor the VPPP to evaluate the effects of peer to peer car sharing and other incentives on travel behavior.
4. As grant administrator ODOT is entering into agreements with each joint grantee for the purpose of administering the awarded grant proposal consistent with the terms of Cooperative Improvement Agreement No. 28286 and the grant proposal.
5. On July 27, 2012, Oregon Transportation Research and Education Consortium (OTREC) and ODOT entered into Interagency Agreement No. 28382 to perform all of the research tasks to evaluate the effects of peer to peer car sharing and other incentives on travel behavior.
6. On August 21, 2012, Getaround, Inc. and ODOT entered into State Grant Agreement No. 28595 to evaluate the effects of peer to peer car sharing and other incentives on travel behavior.

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7. Pursuant to Agreement No. 28595 between ODOT and Getaround, PBOT will act as the local lead for this project, and through this Intergovernmental Agreement with ODOT, PBOT will administer the funds, manage the contracts, and work directly with Getaround to market the new program to residents and businesses. PBOT will be working with Getaround Inc., and OTREC to coordinate public involvement, schedule public meetings as necessary and provide information including project newsletters, press releases, project summaries (upon completion of each phase) and a final report. PBOT will review and approve Invoices submitted by OTREC and Getaround prior to submittal to ODOT.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, ODOT wishes to retain the services of PBOT to evaluate the effects of peer to peer car sharing and other incentives on travel behavior. The following documents are attached hereto and by this reference made a part hereof.
 - a. Exhibit A – Work Plan
 - b. Exhibit B – Donation and Contributions Procedures/Forms
 - c. Exhibit C – Contractor Certification
 - d. Exhibit D – Federal Provisions
2. Payment for said services shall not exceed a maximum amount of \$200,000 in federal Value Pricing Pilot Program (VPPP) funds, with PBOT providing the match and any non-participating costs.
3. PBOT shall contribute \$215,000 in in-kind services to satisfy all or part of the matching funds requirement, as described in Exhibit B. PBOT will document those services consistent with the procedures described in Exhibit B.
4. Costs incurred by ODOT and PBOT for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise agreed upon. ODOT's costs for services performed are estimated at \$7,000.
5. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on April 2, 2015.

PBOT OBLIGATIONS

1. PBOT shall perform the work described in Exhibit A.

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2. PBOT shall keep accurate cost accounting records. PBOT shall prepare and submit monthly itemized, progress invoices for construction directly to ODOT's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the Agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall ODOT's obligations exceed \$200,000, including all expenses. Travel expenses shall be reimbursed to PBOT in accordance with the current State of Oregon Department of Administrative Services' rates.
3. PBOT shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from ODOT.
4. PBOT shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, PBOT expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. PBOT shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
6. All employers, including PBOT, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. PBOT shall ensure that each of its contractors complies with these requirements.
7. PBOT shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation (ODOT) and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of PBOT's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention

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of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the ODOT, be indemnified by the contractor and subcontractor from and against any and all Claims.

8. Any such indemnification shall also provide that neither PBOT's contractor and subcontractor nor any attorney engaged by PBOT's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any City of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that PBOT's contractor is prohibited from defending the State of Oregon, or that PBOT's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against PBOT's contractor if the State of Oregon elects to assume its own defense.
9. PBOT acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of PBOT which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
10. PBOT certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of PBOT, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind PBOT.
11. PBOT's Project Manager for this Project is Dan Bower, Division Manager, Portland Bureau of Transportation, 1120 SW 5th Ave., Room 802, Portland, OR 97204-1971, (503) 823-5667, Dan.Bower@portlandoregon.gov, or assigned designee upon individual's absence. PBOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.

ODOT OBLIGATIONS

1. In consideration for the services performed, ODOT agrees to pay PBOT within forty-five (45) days of receipt by ODOT of the Project invoice a maximum amount of \$200,000. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to PBOT in accordance with the current State of Oregon Department of Administrative Services' rates.

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2. ODOT certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within ODOT's current appropriation or limitation of the current biennial budget.
3. ODOT's Project Manager for this Project is Bret Richards, Local Agency Liaison, Oregon Department of Transportation, 123 NW Flanders Street, Portland, OR 97209, (503) 731-8288, bret.n.richards@odot.state.or.us, or assigned designee upon individual's absence. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. ODOT may terminate this Agreement effective upon delivery of written notice to PBOT, or at such later date as may be established by ODOT, under any of the following conditions:
 - a. If PBOT fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If PBOT fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.
 - c. If PBOT fails to provide payment of its share of the cost of the Project.
 - d. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or PBOT with respect to which the other Party may have liability, the notified Party

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must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which ODOT is jointly liable with PBOT (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by PBOT in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of PBOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of PBOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
6. With respect to a Third Party Claim for which PBOT is jointly liable with ODOT (or would be if joined in the Third Party Claim), PBOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of PBOT on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of PBOT on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. PBOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

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8. As federal funds are involved in this Agreement, EXHIBITS B and C are attached hereto and by this reference made a part hereof, and are hereby certified to by PBOT representative.
9. PBOT, as a recipient of federal funds, pursuant to this Agreement with ODOT, shall assume sole liability for PBOT's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon PBOT's breach of any such conditions that requires ODOT to return funds to the Federal Highway Administration, hold harmless and indemnify ODOT for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of PBOT, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2010-2013 Statewide Transportation Improvement Program, (Key #17955) that was approved by the Oregon Transportation Commission on December 16, 2010 (or subsequently approved by amendment to the STIP).

Signature page to follow

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**CITY OF PORTLAND BUREAU OF
TRANSPORTATION**, by and through its
elected officials

By _____
Mayor

Date _____

By _____
Auditor

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By James H. Van Dyke
City Attorney

CITY ATTORNEY

Date 10/12/12

PBOT Contact:

Dan Bower, Division Manager
Portland Bureau of Transportation
1120 SW 5th Ave., Room 802
Portland, OR 97204-1971
(503) 823-5667
Dan.Bower@portlandoregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/
Chief Engineer

Date _____

By J. Teu
Region 1 Manager

Date 10/15/12

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

ODOT Contact:

Bret Richards, Local Agency Liaison
Oregon Department of Transportation
123 NW Flanders Street
Portland, OR 97209
(503) 731-8288
bret.n.richards@odot.state.or.us

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EXHIBIT A
City of Portland (PBOT) Work Plan

Project Name: **Peer-to-Peer Car Sharing**

INTRODUCTION

The overall objective of the pilot program is for the FHWA to support State and local governments or other public authorities to establish local value pricing pilot programs and to gather information about the role that various types of value pricing methods can play in improving the efficiency of transportation systems and in dealing with congestion, pollution, energy, and other problems related to automobile use in congested areas; and

The goal of this project is to evaluate the impact of peer-to-peer car sharing on VMT and other metrics relative to other models of car use, including ownership, rental, and conventional (corporate) car sharing. There is a dual working hypothesis:

1. For owners of vehicles, the imposition of opportunity costs on the use of their vehicles will lead to reduced VMT.
2. For renters, the opportunity to have short-term access to neighbor-owned vehicles will increase opportunities for economic activity (e.g., job access, shopping, etc.), while also averting the cost and impacts associated with purchasing a car directly.

FHWA approved the Proposal and determined the Proposal to be eligible for participation in the pilot program. See approval memorandum, Attachment B, entitled "Value Pricing Pilot Program FY 2011 Grant Award"; and

The value pricing project will be administered by PBOT with ODOT providing oversight.

Federal funds to be granted to PBOT are:

TOTAL NTE \$200,000

Costs are anticipated to be:

Administration \$200,000

Cost Breakdown per Phase:

Phase 1 \$ 10,000

Phase 2 \$ 50,000

Phase 3 \$ 90,000

Phase 4 \$ 50,000

(City of Portland (PBOT) match of \$215,000 will be provided through in-kind contributions to the project over three years including, but not limited to:

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- Coordination of promotional opportunities including mailings, emails, shared media opportunities and sponsorship.
- Creation and implementation of carshare policies to support carsharing generally in the city including development of an on-street parking policy for carshare companies.
- Promotion of GetAround in specific outreach opportunities including SmartTrips Portland and Sunday Parkways communications
- Promotion of GetAround on PBOT webpage, twitter feed and blogs.

WORK PLAN

The following is a description of the work required to carry out this research effort:

Evaluating the Effects of Peer-to-Peer Car Sharing and Other Incentives on Travel Behavior

Overview

The goal of this project is to evaluate the impact of peer-to-peer car sharing on VMT and other metrics relative to other models of car use, including ownership, rental, and conventional (corporate) car sharing. There is a dual working hypothesis:

1. For owners of vehicles, the imposition of opportunity costs on the use of their vehicles will lead to reduced VMT.
2. For renters, the opportunity to have short-term access to neighbor-owned vehicles will increase opportunities for economic activity (e.g., job access, shopping, etc.), while also averting the cost and impacts associated with purchasing a car directly.

We will also explore (a) the extent to which car owners who share their cars through a peer-to-peer car sharing program are willing to further marginalize their cost of driving by switching their existing flat-rate personal auto insurance policy to a usage-based policy, and (b) the extent to which renters of car share vehicles shift their use to off-peak hours in response to peak use charges.

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To test these hypotheses, the methodology of the project is simple and straightforward: On one hand, recruit the owners of vehicles who are interested in receiving payment when their privately-owned vehicle is rented; on the other hand, recruit the renters, who are interested in paying for a car only when they need it.

This methodology requires a marketing strategy for the recruitment effort. It also requires a robust research approach that captures baseline data about both owners and renters as they enter and leave the program. Because the peer-to-peer car sharing technology includes on-board GPS, research will be able to combine empirical travel data with data gathered through surveys before, during, and after the study period.

The purpose of this project is to study the effectiveness of peer-to-peer car sharing in altering travel behavior of participating vehicle owners and renters. Specifically, our focus will be on car usage levels, car ownership, use of alternative modes, and peak/off-peak driving patterns resulting from participation in peer-to-peer car sharing.

The area of focus for the study extends significantly beyond the area currently served by existing corporate car sharing services such as ZipCar. A map of the target area can be seen in Exhibit 1. Areas of the map colored in grey identify regions currently served by corporate car sharing services, areas in green identify extended areas of coverage enabled in this peer-to-peer car sharing study, and areas in blue identify lower income neighborhoods that represent specific areas of focus for this study. By focusing its marketing efforts on both traditional car sharing neighborhoods and lower income neighborhoods, this project will attempt to analyze the relative effects of peer-to-peer car sharing on the "Two Portlands."

The experimental design explicitly aims to bring the benefits of car sharing to neighborhoods that are inadequately served by traditional car sharing operations. This is especially important when it comes to providing access to jobs, health care, and other support services.

In an effort to control for the differences between the "Two Portlands", Getaround will focus its marketing efforts on two neighborhoods west of I-205 and two east of I-205. The neighborhoods west of I-205 are to be determined by Getaround upon project implementation, but will be within the existing car share service area identified in Exhibit 1. One study purpose will be to figure out how many of the renters in existing car share neighborhoods are new to car sharing (perhaps renting because of the lower cost) and how many are simply shifting from higher cost to lower cost car sharing vehicles.

The two neighborhoods east of I-205 we will be focusing on for this project are Lents and Powell Hurst-Gilbert in Outer Southeast Portland. These two neighborhoods present a stark contrast to the infrastructure and demographics found in a traditional car share neighborhood.

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In designing the program, close attention will be paid to leveraging as many existing local, regional, and state programs as possible. In addition to Portland's "SmartTrips Portland" program, The State of Oregon funds a campaign called "DriveLess. SaveMore" (www.driveless.savemore.com), which funds broad-based communications regarding transportation alternatives through media such as TV commercials, billboards, etc. The "DriveLess. SaveMore" program also includes direct community outreach around specific modes and opportunities, of which peer-to-peer car sharing would be a natural fit. In addition, the Multnomah County Health Department recently launched a regional campaign called "It Starts Here", which, when tied with active transportation, can supplement and support peer-to-peer car sharing.

The overall methodology of this project will be executed through four phases by the entire team (Getaround, OTREC/PSU, and PBOT):

1. Phase 1 – Program Design and Development: Formulate a plan to recruit vehicle owners and renters in select neighborhoods of Portland, Oregon. Develop research instruments, including surveys and data collection process, and lay the foundation for an effective recruitment process for participants. PBOT will work with Getaround and third-party agencies specializing in advertising strategy, PR, and graphic design, will develop a plan and materials for the recruitment of both owners and renters for participation in the study.
2. Phase 2 – Study Participant Recruitment: Recruit up to 475 vehicle owners who are interested in submitting their vehicle to the virtual fleet, with a target of 333 participating vehicle owners with from 5-15 renters per participating vehicle (as required to generate at least \$100 per month in rental income per vehicle). Conduct a pre-implementation survey of all participants, and equip each vehicle with Getaround's vehicle access and GPS tracking device (the Getaround Carkit™). Track each owner's pre-sharing driving behavior for a period of up to two months (with the exception of allowing one test rental sometime after the first 30 days during a time that the owner would not otherwise be interested in driving his/her own car) to build a baseline for the study. This recruitment effort will be developed by Getaround, with the Assistance from PBOT. This recruitment effort will use online and offline recruiting. Individuals will have the option to respond by email and phone and will ultimately need to register through the Getaround website. Clustering will be achieved through the use of highly geographically focused recruitment campaigns including canvassing, flyering, and posterling. PR gaining press coverage in local median such as newspapers, radio, and TV. Advertising is comprised of three parts: strategy, design/execution and placement.

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3. Phase 3 – Program Implementation: Rental activity will take place as participating owners and renters use the system as normal Getaround users. Collect detailed usage data from the Getaround website, the Getaround smartphone application, and Getaround's in-car GPS tracking device. Gather additional information via user surveys.
4. Phase 4 – Analysis and Reporting: Conduct post-implementation surveys. Analyze all data collected throughout Phases (2) & (3) with respect to the stated goals of this research project, and generate a final report.

These four phases are discussed in greater detail below.

The following is a description of the work by PBOT required to carry out this research effort:

REVIEW, COMMENT and SCHEDULE OVERVIEW

- PBOT shall provide a narrative summary of the project upon completion of each of the four phases identified in the workplan above. The narrative will include metrics, lessons learned, a budget description and will identify any barriers to project success.
- PBOT shall review and approve all deliverables from OTREC and Getaround plus all other third-party agencies including project reports and invoices.
- PBOT shall review and provide comments and submit revised deliverable(s) to ODOT within 10 business days of receipt, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by ODOT.

FORMAT REQUIREMENTS

- PBOT shall submit draft deliverables in electronic format via email (and hard copy if requested).
- PBOT shall also submit all graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by ODOT.
- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by ODOT.
- Additional format requirements may be listed with specific tasks/deliverables throughout the SOW or in the PA/ATA/Contract.

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TASKS, DELIVERABLES and SCHEDULE

PBOT shall complete all tasks and provide all deliverables (collectively, the "Services") included in this Work Plan as the responsibility of PBOT, unless specifically stated otherwise in a particular task. PBOT shall provide all labor, equipment and materials to manage, coordinate, and complete the work in accordance with the performance and delivery schedules identified in this Work Plan

For reference, the tasks to be completed by OTREC, and Getaround in the performance of the Services are as follows:

Getaround

1. Recruit at least 333 (and up to as many as 475) participating vehicles.
2. Install Getaround Carkits™ in each vehicle.
3. Recruit sufficient renters for each participating vehicle to generate meaningful research data (estimated to be 5-15 renters and at least \$100/month in owner income per vehicle).
4. Maintain rental activity of at least \$100 throughout the implementation Phase.
5. Implement SMS capabilities (or equivalent solution) for enabling renters who don't own a smartphone to access Carkit-equipped vehicles.
6. Collect and export to OTREC all data necessary for research, including:
 - Contact information for participating owners and renters.
 - Base locations for all participating vehicles and renters.
 - Rental period start and end times for all rentals, tagged by participating vehicle and participating renter when applicable.
 - Start and end locations for all rentals, tagged by participating vehicle and participating renter when applicable.
 - GPS tracking data for all participating vehicles for both rental and non-rental periods.
 - System-wide pricing and availability data sufficient to create a reasonable "snapshot" of the competitive landscape of vehicles at any point in time.
 - Gross earnings by participating owner and expenditures by participating renter.
7. Implement and communicate usage-based insurance option, and deliver to OTREC the User IDs of participating owners.

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8. Implement and communicate variable rate pricing option, and deliver to OTREC the User IDs of participating owners.
9. Assist OTREC as reasonably requested for them to successfully complete their research and analysis.

OTREC

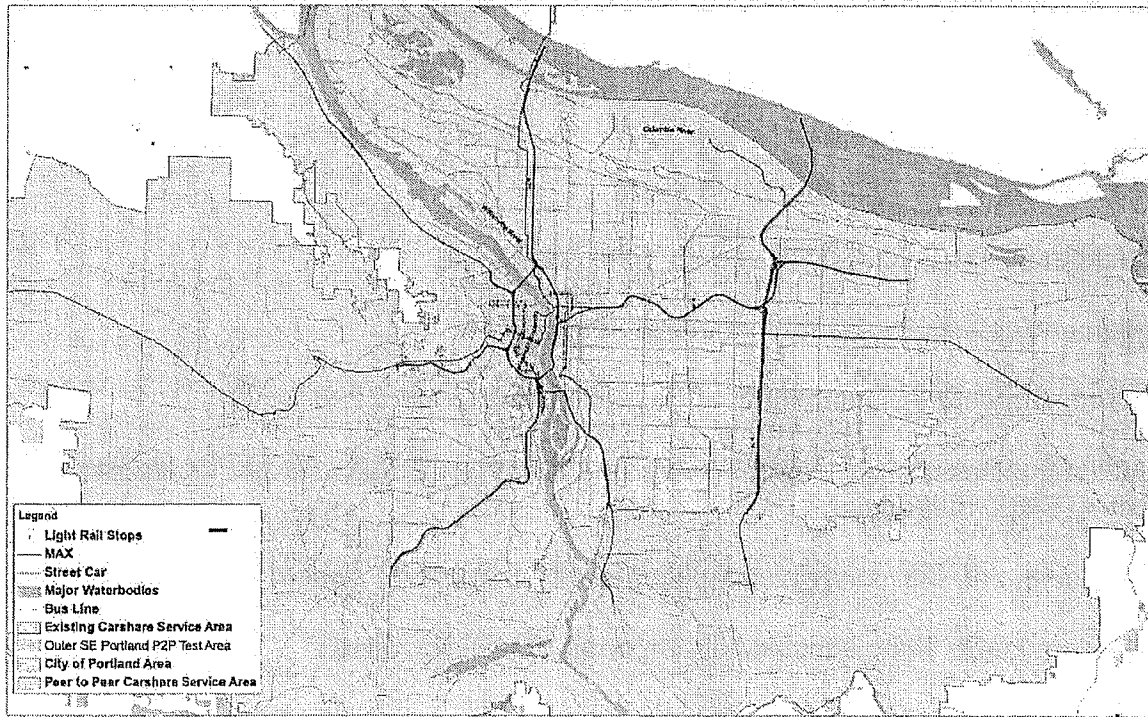
1. All research plans and surveys in place.
2. Databases ready for receipt of data from Getaround.
3. Human Subjects Research authorization approved.
4. Introductory survey completed by all participating owners and renters.
5. All data necessary for research being imported from Getaround and incorporated into OTREC databases.
6. Mid-point and final surveys completed by all participating owners and renters.
7. Research data being successfully imported from Getaround.
8. Comprehensive data analysis.
9. Delivery of final project report.

The following is a summary of the PBOT Deliverables and respective Deadlines:

Deliverable	Deadline
1. Phase 1 Project Summary Narrative	3 months after NTP
2. Phase 2 Project Summary Narrative	12 months after NTP
3. Phase 3 Project Summary Narrative	33 months after NTP
4. Project Final Report	38 months after NTP

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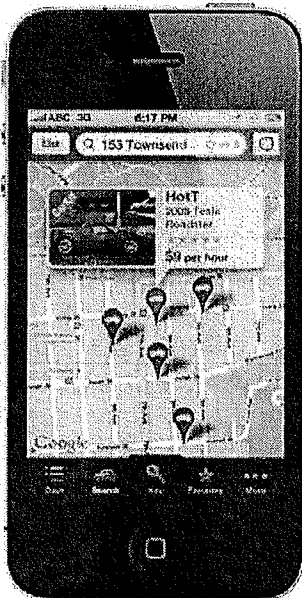
Exhibit 1
Peer to Peer Carshaing Service Area



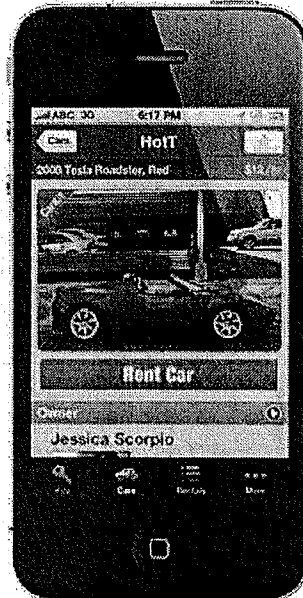
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Exhibit 2

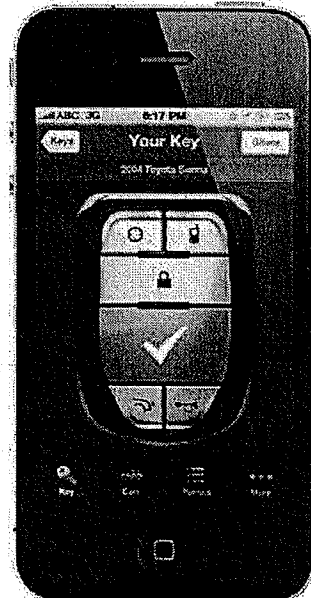
Getaround iPhone Application (Sample Screen Shots)



Locate cars nearby
using a smartphone



Rent instantly using a
smartphone



Wirelessly unlock the car with
the Getaround Key

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EXHIBIT B

Procedures for Donations and Contributions

As stated in the policy for donations and contributions, there are certain criteria to follow in order to meet the intent and scope of 23.U.S.C. 323. As described in the regulation, donations are credits to a project provided by a private party whereas contributions are derived from a Governmental Unit. These procedures will help outline what is needed to comply with the regulations and what roles each party (FHWA, ODOT, Local Agency/third party (LA), etc.) plays. Although these procedures will assist LAs, it should be pointed out that ultimate compliance with this regulation is the responsibility of ODOT.

When a LA is requesting to use donations or contributions to apply as match on a project, it's important that the LA first gets written approval from ODOT. The use of donations/contributions must also be stated in the Intergovernmental Agreement (IGA). That approval will come from Highway Finance if the match is in the form of donated materials, funds or services or from Right of Way Headquarters if the match is from credit for acquired lands. The form – **Donations/Contributions Approval Form** – is provided in Appendix A. (There are two versions of this form. The Initial Donations/Contributions Approval Form will be completed before the project commences. The Final Donations/Contributions Approval Form will be completed at the end of the project.) The top part of the form identifies the LA and the type of donation/contribution that is being requested for approval. The bottom part of the form is for signatures from the LA and ODOT. By signing, the LA will be certifying that the value of the donation/contribution will be documented in an approved manner by ODOT, the donation/ contribution has never previously received Federal funding or was paid for with Federal funds, and if the value of the donation/ contribution at the end of the project is less than the originally stated value, the LA will provide funding to make up the difference.

Depending on the category of donations/ contributions, certain documentation must be provided by the LA as follows:

Donated Materials

Materials may be donated by either a Local Governmental Unit or private party. If the donation comes from a private party through the LA, the LA should enter into an agreement with the private party. The agreement should include language that requires the LA to adequately inform the private party that the accounting records associated with the donations are subject to audit review by both the Oregon Secretary of State and the FHWA. The agreement must also establish that the LA is ultimately financially responsible to meet the matching requirements if the private party donation is subsequently valued at less than originally stated.

The value of the materials should be documented to provide a reasonable determination of value. The method of valuation should be stated on the form. An example of an acceptable method is found on Appendix B.

Donated Funds

Since cash can be easily documented and valued, no further explanation is needed for this category.

Donated Services

With the passage of SAFETEA-LU, Local Government Units may supply labor to any project. Labor costs, usually in the form of hourly wage rates, must be shown in how the rate was determined. For example, if an engineering firm was going to donate its time to a project, the firm should be able to show that the donated value is the same rate it charges for regular jobs. To ensure the time worked has been tracked, timesheets should always be completed and provided for documentation. The person doing the work, signifying the accuracy of the data should sign the timesheets. If that person doing the work is an employee of a private entity, a supervisor or project manager should also sign the timesheet. Again, Appendix B provides an example of adequate documentation for donated services.

Credit for Real Property

If real property is used as credit against the LA's share of the match, the property in question must meet certain criteria. The LA may be credited in an amount equal to the fair market value of any land that ODOT can **provide for FHWA's acceptance a certification that the acquisition satisfied the following conditions:**

- (A) is lawfully obtained;
- (B) is incorporated into the project;
- (C) is not land described in section 138 – i.e. park lands;
- (D) is acquired in accordance with the provisions of 49 CFR part 24;
- (E) is in compliance the requirements of title VI of the Civil Rights Act of 1964; and
- (F) ODOT determined, and FHWA concurred, that acquisition/ownership of the land did not influence the environmental assessment of the project, including -
 - (i) the decision as to the need to construct the project;
 - (ii) the consideration of alternatives; and
 - (iii) the selection of a specific location.

The fair market value shall not include any increase or decrease in the value of donated property caused by the project and the fair market value of donated land shall be established as of the earlier of -

- (i) the date on which the donation becomes effective; or
- (ii) the date on which equitable title to the land vests in the State or Local Agency.

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In following the guidance set forth in the Right of Way manual, Right of Way Headquarters will ensure the property in question qualifies as credit against the LA's share of the match.

Donation/Contribution Values Placed in TEAMS

As credits for donations/contributions are used against a project, those values will be placed into TEAMS. There will be a specially designated screen identified for posting these transactions. As they are entered into TEAMS, they will be using transaction code 710, which will signify to the system that the cost is not an actual cost but a credit for donation/ contribution. The total value of the donation/contribution will then be captured in TEAMS so a complete picture of a project will be available. Only after the donation/contribution (or any portion thereof) has been incorporated into the project should the value be placed into TEAMS.

Completion of Project

The documentation mentioned above will be gathered as a project proceeds. Upon completion of a project, all the documentation will be delivered to Highway Finance for final review. Once approved for completeness, the documents, along with a final signed-off **Donations/Contributions Approval Form**, will be placed in the project file (located in Highway Finance) to be retained the designated time frame.

Examples of Acceptable Documentation for Donations and Contributions

Labor and Services:

Documentation should include verification of the actual hours worked (or to be worked) **and** the value (or hourly rate) of the employee/sole proprietor/volunteer. Labor and services donated from a private entity can be credited as match against a federal-aid share. While contributions from a public entity of labor or services cannot be credited as match, it can be charged as a direct cost to the project as appropriate and reimbursed at the federal pro-rata share. Below are some (but not all) examples of acceptable documentation:

1. Timesheets of an employee of a private entity that record actual hours worked, signed by the person doing the work and a supervisor or project manager.
2. A letter on company letterhead of a sole proprietor listing the hours worked and signed by the owner.
3. A payroll or personnel record that shows the person(s) actual salary rate.
4. Timesheets (individual or group) of volunteers who worked on a project, which lists hours worked by each, initialed or signed by each, and valued at a rate commensurate with the appropriate job and skill level (otherwise, the rate should be calculated at minimum wage). If Davis-Bacon wages were applicable to the federal-aid project (construction phase) then the work would be valued at the applicable Davis-Bacon rates.

Materials:

Documentation should include the quantity of material used (or to be used) on the project **and** the value (or unit cost) of the material consumed. Material donated from a private entity or contributed from a public entity can be credited as match against the federal-aid share. Below are some (but not all) examples of acceptable documentation:

1. Invoice that shows the purchase price of the material.
2. Inventory records that list the unit cost and current value of the material.
3. Job cost records that list the costs charged to the project.
4. Independent outside appraisal of the material donated.

Real Property

Please see the ODOT Right of Way Manual for donations and contributions of real property and appropriate valuation.

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Initial Donations/Contributions Approval Form

Name of Local Agency	Date
Contact Person	Phone Number
Project Name	Key Number
Region Contact Person	Phone Number

Type and Description of Donation/Contribution

☐ Materials ☐ Services ☐ Funds ☐ Credit for Property

\$ _____
Stated Value

We certify that the value of the donation/contribution will be documented in an approved manner by ODOT and incorporated into the project, the donation/contribution has never previously received Federal funding or was paid for with Federal funds, and if the value of the donation/contribution at the end of the project is less than the originally stated value, we will provide funding to make up the difference.

Signature and Title of Local Agency	Date
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Final Donations/Contributions Approval Form

_____ Name of Local Agency	_____ Date
_____ Contact Person	_____ Phone Number
_____ Project Name	_____ Key Number
_____ Region Contact Person	_____ Phone Number

Type and Description of Donation/Contribution

___ Materials ___ Services ___ Funds ___ Credit for Property

\$ _____
Stated Value

We certify that the value of the donation/contribution has been documented in an approved manner by ODOT and incorporated into the project, the donation/contribution has never previously received Federal funding or was paid for with Federal funds, and if the value of the donation/contribution was less than the originally stated value, we will provide funding to make up the difference.

_____ Signature and Title of Local Agency	_____ Date
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For purposes of Exhibits C and D, references to Department shall mean State, references to Contractor shall mean City and references to Contract shall mean Agreement.

EXHIBIT C CONTRACTOR CERTIFICATION

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT D

Federal Provisions
Oregon Department of Transportation

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION
Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-- PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the

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Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a

participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the

Contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

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4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS
ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither Department nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

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The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal

agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**FOR INQUIRY CONCERNING
DEPARTMENT'S DBE
PROGRAM REQUIREMENT
CONTACT OFFICE OF CIVIL
RIGHTS AT (503)986-4354.**