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Submitted to:

Ryan Lowe
Ohio DOT - TSMO
Administrator
1980 West Broad Street
Columbus, Ohio 42223, USA

Smart Roadways

Ohio Department of Transportation

Q20221017_R2

March 31, 2023





March 31, 2023

Ryan Lowe
Ohio DOT - TSMO
Administrator
1980 West Broad Street
Columbus, Ohio 42223, USA

Q20221017_R2

Re: Proposal for DriveWyze Smart Roadways – Work Zones & Planned Lane Closures Alerts, Service Vehicle Alerts, and Virtual Sign Network

Dear Ryan,

On behalf of DriveWyze we are pleased to submit our proposal to provide additional Connected Truck services as part of our **Smart Roadways** commercial motor vehicle (CMV) safety notification program. These additional services will support ODOT's goal of improving the safety and efficiency of the transportation system.

DriveWyze is the smart mobility services company for the transportation industry and is on a mission to revolutionize the delivery of highway safety and transportation management through world class products, systems, and services.

Our **Smart Roadways** program allows ODOT to be directly connected to both the truck and driver in real-time to provide safety notifications and awareness of current events in the state. We are confident that the **Smart Roadways** Connected Truck platform offers unique capabilities that enable ODOT to reduce work zone crashes, improve safety, and increase travel time reliability for freight-significant corridors.

We are excited to partner with ODOT. We know our vision for a safe and efficient commercial vehicle transportation system with zero crashes and zero fatalities aligns with your mission to provide the safe and easy movement of people and goods from place-to-place. We look forward to working with you and are available to answer any questions or clarifications that you may have.

Sincerely,

Marc Nichols
Director, Business Development Tolls and International Sales
DriveWyze
1.919.795.7467
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1. Introduction

Drivevyze operates North America's largest weigh station bypass network in partnership with 48 state agencies. The Ohio State Highway Patrol uses the Drivevyze bypass system at all their fixed weigh and inspection stations. This service is unique, as it is the only platform integrated with in-cab technologies deployed in over 2.8 million heavy duty trucks, making Drivevyze the largest cross-platform connected truck solution provider in North America. This one-of-a-kind connected truck platform is being utilized to deliver critical information to CMV drivers every day. Our mission at Drivevyze is to revolutionize transportation safety and efficiency: we envision a safe and efficient commercial vehicle transportation system with zero crashes, zero fatalities, and zero traffic queues due to crashes.

The Drivevyze Safety Notification service launched in 2018 and has proven to make drivers more aware of unsafe roads, change driver behavior by reducing speeds, and reducing the risk of collisions. While the service started with a small set of curated, fixed-location safety zones, we have since developed a program called Smart Roadways that allows state agencies to work with Drivevyze to develop and curate messaging as it relates to safety campaigns for their state, following best practices for alerting drivers. This includes targeted emergency messaging. We are pleased to present the Ohio Department of Transportation (ODOT) with an opportunity to pioneer the next advancement of our **Smart Roadways** efforts, with an emphasis on Work Zone alerting. With expanded safety alerts, new data integrations, and more agency control over the information, the **Smart Roadways Work Zone Alerts** are perfectly suited to increase the effectiveness of in-cab notifications and promote work zone safety.

Smart Roadways Work Zone Alerts keep your drivers connected to real-time events occurring in Ohio, as directed by ODOT, and allow drivers to stay focused on the roadway. Drivers receiving these alerts can take proactive measures to prevent disruptions affecting their hours of service and avoid disruptions to critical supply chains. This will also help prevent collisions, reduce secondary crashes, reduce exposure for roadside workers, and help preserve state infrastructure.

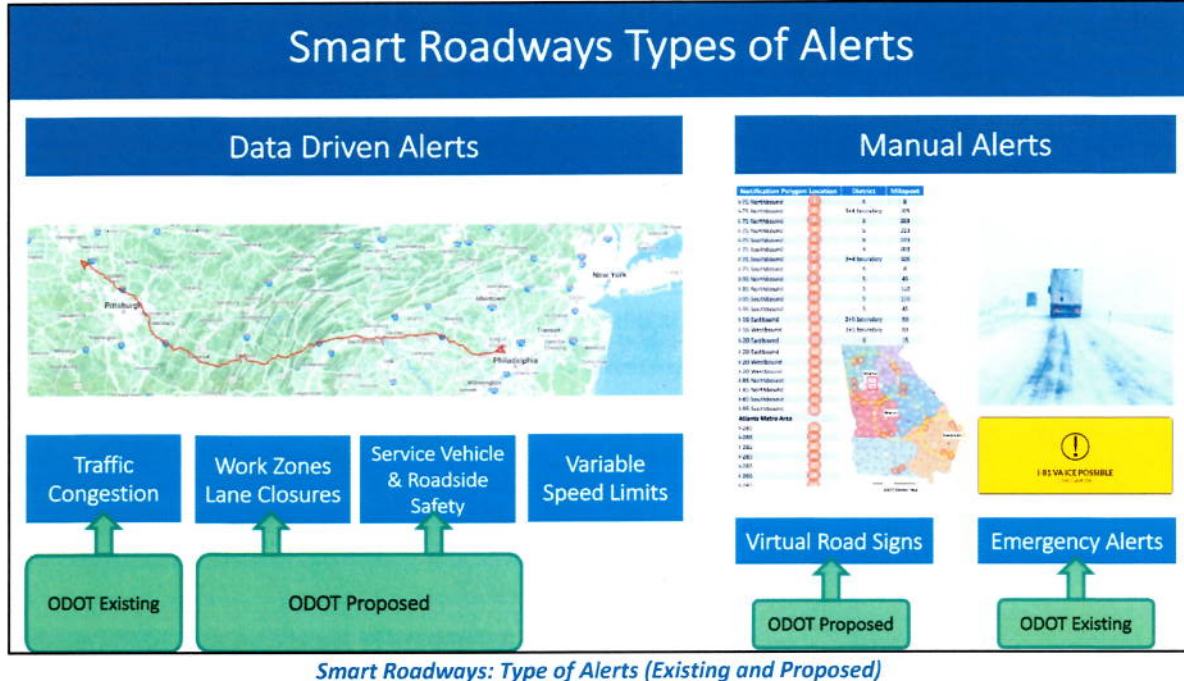






TABLE 1: CORE SMART ROADWAYS APPLICATIONS

<p><u>Work Zones & Planned Lane Closures Alerts</u></p> <p>Work Zone Alerts help to protect highway construction crews, onsite enforcement, and motorists approaching a work zone, by providing timely in-cab alerts to approaching truck drivers.</p> <p>Roughly 1/3 of all fatal crashes in work zones involve at least one large truck. Increasing truck driver's situational awareness through real-time alerts reduces the risk of collisions.</p> <p>Work zone safety alerts will blend static work zone locations with ODOT's dynamic work zone safety notifications based on the state data feed(s). Messaging is expected to start out generic (e.g., Work Zone Ahead) and eventually become more detailed (e.g., Lane Closed Ahead) based on ODOT's comfort level with the data accuracy, among other factors.</p>	
<p><u>Service Vehicle Alerts (Limited Deployment)</u></p> <p>Service Vehicle Alerts help to protect enforcement officers, freeway safety patrols, highway crews and other roadside service operators working or stopping on the roadway by providing timely in-cab alerts to approaching truck drivers. Increasing truck driver's situational awareness through real-time alerts can reduce the risk of collision by up to 90%.</p> <p>Service Vehicle Alerts should be generated from any HAAS-equipped vehicle in Ohio, or optionally any other AVL data feed from ODOT. These vehicles may include ODOT, OSHP, freeway safety patrol or other first responders.</p>	
<p><u>Virtual Sign Network</u></p> <p><i>CMV Highway Safety Notifications</i></p> <p>ODOT, in partnership with ODPS, can create up to 200 pre-determined "virtual" sign locations. Once established, these geofenced locations can be used for regional or statewide highway safety alerts.</p> <p><i>Traveler Information Alerts</i></p> <p>Traveler Information Alerts allow agencies to determine when and where truck drivers are notified of major public emergency announcements that may impact travel safety. This emergency dissemination channel is reserved for major incidents or public emergency broadcasts. Reporting tools provide agencies with impact metrics.</p> <p>Other safety notifications (such as CVE enforcement traffic ahead) can be designed and deployed as part of sponsored enforcement events and safety blitzes activities. Safety notifications are coordinated through the DriveWyze team and will adhere to driver safety notification best practices.</p>	 

1.2 Proposed Solution

DriveWyze proposes the delivery of an advanced freight safety and efficiency program for work zones that leverages the Connected Truck network and is delivered through an agency platform called **Smart Roadways**. The

connected truck network is one-of-a-kind because it has unprecedented reach into the trucking industry. The technology has been adopted by over 100 in-cab telematics partners and resellers representing a wide variety of hardware platforms and ELD (Electronic Logging Device) manufacturers deployed in over 2.8 million trucks, with new trucks being added daily.

The proposed **Smart Roadways** work zone applications will provide ODOT with unprecedented capability to reach CMV drivers and fleets. The connected truck program will provide unparalleled data insights for safety, operations, planning, and research. This program will positively change both CMV and passenger vehicle behavior and lead to safer and more efficient roadways.

1.2.1 Data Source Integration

Drivewyze will augment in-house data with data from third parties, or ODOT's ATMS/ATIS system, to automate the distribution of time-sensitive, location-based driver alerts. Integration sources may include:

- ODOT's Work Zone data source (ATMS / Work Zone Management System)
- Smart Work Zone integrators (iCone or other WZDx compliant technologies)
- Advanced Traveler Information Systems (Custom integration, OHGO API)
- Service Vehicle data providers to enable alerts for operational emergency and service vehicles (HAAS)

Drivewyze is anticipating partnering with ODOT to prioritize data sources readily available for integration into new **Smart Roadways** applications. The integration of any data source into the Smart Roadways platform is expected to be iterative and collaborative between ODOT and Drivewyze.

1.2.2 Operations – Driver Behavior Insights

Unlike other traffic data sources, Drivewyze **Smart Roadways** helps agencies directly monitor the effectiveness of alerting campaigns and programs to optimize safe traffic flow.

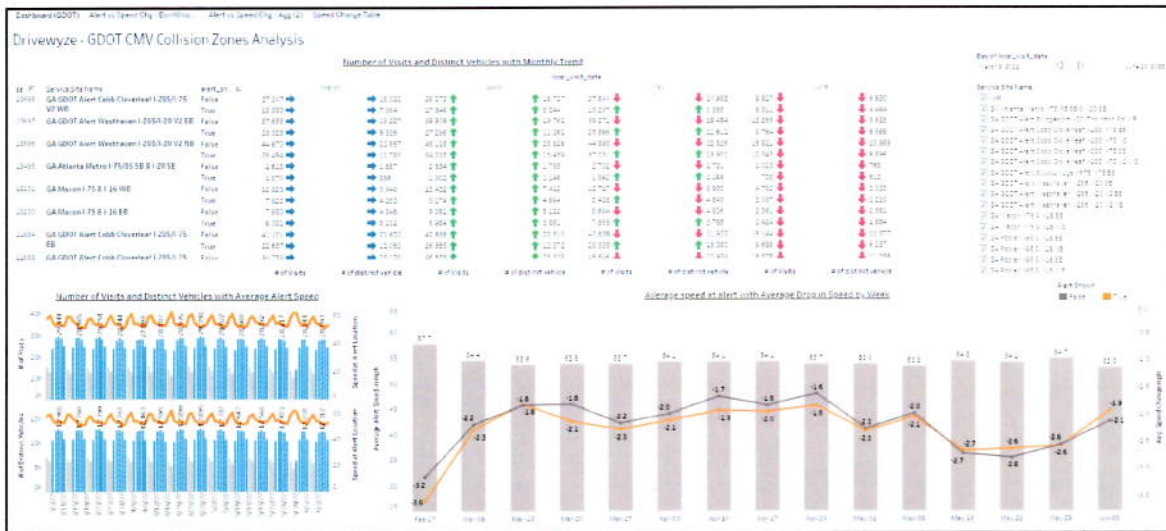
In addition to quantifying the number of alerts received, the system will monitor how drivers respond to messages, including changes in speeding, hard braking, or route changes. These telematics-based reports (offered initially as a data feed and eventually as a Dashboard) will provide ODOT with the ability to see the effectiveness of new **Smart Roadways** applications. Example types of insights:

- Average speed reduction of drivers approaching a work zone after receiving work zone alerts.
- Driver behavior comparison for locations/trucks with alerts enabled (for example, in work zones or when approaching a service vehicle) versus without alerts enabled.
- Percentage of trucks changing routes after receiving alerts.

Historical reporting and analytics provide actionable insights when identifying high-risk roadways.

1.2.3 Program Reporting

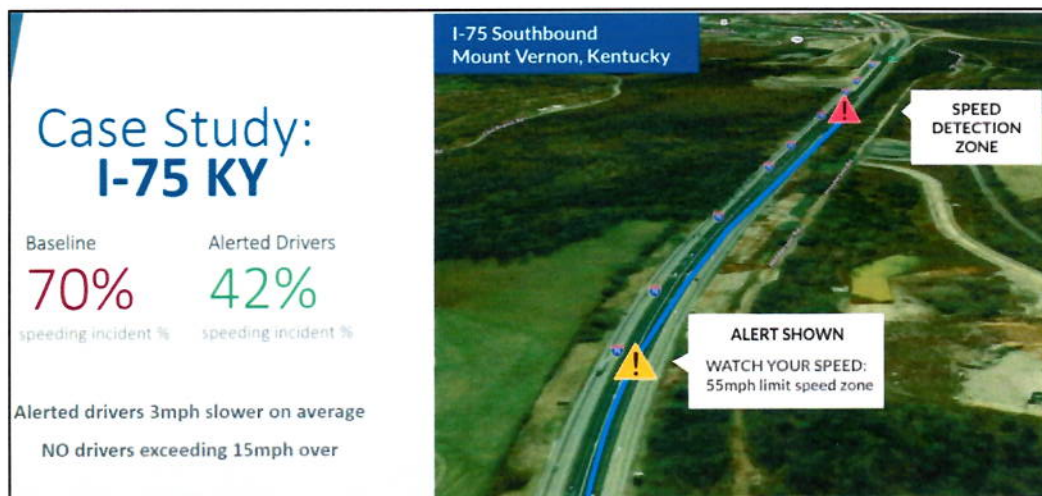
- Real-time Connected Truck traffic dashboard for CMVs enable Traffic Operations staff to monitor analytics specific to traffic activity.
- Historical traffic trends of safety problems.
- Ability for ODOT to test alerts on their own devices.
- Measured change in driver behavior after receiving safety notifications.
- An external data feed (near real-time) containing program specific performance measures will be provided for ODOT to integrate into their own business intelligence dashboards.



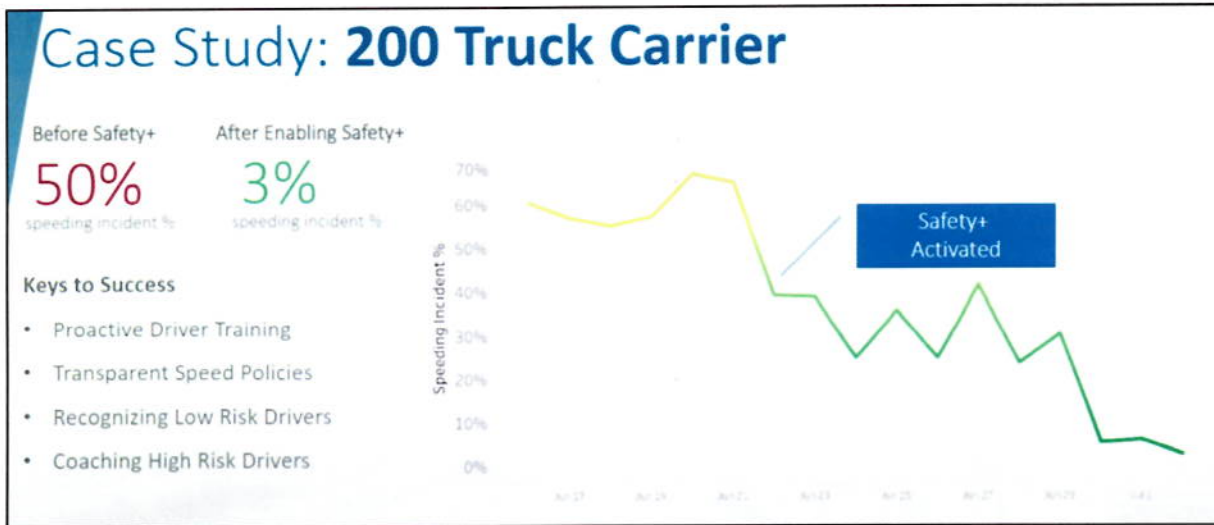
Example: Program Performance Dashboards Delivering Impact Reporting

1.3 Smart Roadways – Results & Benefits

The **Smart Roadways** program that leverages embedded cross-platform in-cab messaging to CMV drivers taps into a proven methodology for improving driver behaviors. In-cab safety alerts increase a driver's situational awareness and deliver significantly reduced over-speeding events. The graphic below illustrates the dramatic difference in over-speeding events before and after program deployment in a case study from Kentucky.



I-75 KY Case Study Demonstrated a 28% Reduction in Over-Speeding Events.



Fleet Analytics Demonstrate over 47% Decrease in the Number of Speeding Events.

Further insight into the impact of these new alerts will be available to ODOT staff.

Anticipated Smart Roadways Benefits:

1. Aligns with the mission of the Ohio Department of Transportation to provide safe and easy movement of people and goods from place to place.
2. Saves lives and reduces injuries in critical work zones across the state's highway system.
3. Increases work zone safety by generating safety alerts **before** traffic queues form.
4. Provides ODOT with the ability to control how, where, and when safety-critical messages reach drivers.
5. Cost-effective and infrastructure-free way of reaching commercial truck drivers with proactive messaging.
6. Maximizes safe and efficient CMV freight flow; improves freight travel time reliability.
7. Reduces preventable CMV collisions.
8. Includes program-specific insights to assist ODOT with reporting the performance of grant-funded programs.

2. Pricing

2.1 Smart Roadways – Work Zones Pricing

Smart Roadways	Annual Price
Work Zones – Safety Notifications	\$ 500,000
Service Vehicle Alerts (Limited Deployment)	Included
Virtual Sign Network	Included
Emergency Messaging	Included
Program Management	Included

Terms and Conditions

- All Prices are in US Dollars
- Scheduling of delivery to be agreed upon order.
- Payment terms: 30 days net
- Quotation terms and conditions effective for 60 days

2.2 Implementation Timeframe

Immediate Implementation

- Curate specific static work zones safety locations and messaging (e.g., “Work Zone Ahead”)
- Establish any virtual sign locations (up to 200 statewide) in coordination with ODOT. ODOT will work in coordination with ODPS on messaging. ODOT will approve all messages prior to implementation.
- Support ad hoc CMV Emergency Broadcast Alerts according to best practices for alerting drivers.
- Establish messaging standards. Note: these are expected to be more generic at first.
- Determine measurable targets (i.e., % speed reduction and incidence of hard braking) to track outcomes to program and ODOT goals.
- Deliver dashboarding and reporting for overall program performance to meet agency requirements.

Short Term Implementation

- (When available) Integrate with ODOT’s work zone data feed (OHGO API or WZDx-compatible feed).
- Connect to any Smart Work Zone Integrators (e.g. iCone) to power dynamic lane closure and queue warning alerts.
- Update the list of virtual sign locations in coordination with ODOT.
- Connect to HAAS data feed to power roadside worker safety messages (e.g. Move Over Slow Down)
- Increase message specificity as ODOT becomes more comfortable with the quality, accuracy, and comprehensiveness of their data sources.
- Enable Data Export / Data Feed for ODOT.
- Ongoing program management services including site optimization and alert optimization.
- Interface with ODOT’s Traffic Management Center.

ADDENDUM TO AGREEMENT

To the extent allowed by the laws of the State of Ohio and subject to the additional terms and conditions set forth below, the State of Ohio ("the State"), Department of Transportation ("ODOT"), agrees to the terms and conditions set forth in Drivewyze's Agreement. Additionally, Drivewyze ("Contractor") and ODOT agree that the following terms and conditions shall be incorporated into and form a part of the terms and conditions to which they are attached (the "Agreement") for all purposes:

Non-Appropriation and OBM Certification: Performance by ODOT under this agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT.

Term and Termination: Notwithstanding any renewals, automatic or otherwise, provided in the attached agreement, the agreement shall terminate as of, and shall not extend beyond, the current budget biennium. Any renewals of this agreement beyond the current biennium shall be by separate addendum. Either party may terminate the Agreement for convenience upon thirty (30) day written notice.

Taxes: ODOT is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. ODOT does not agree to pay any taxes on commodities, goods, or services acquired from any Contractor.

Interest: Section 126.30 of the Ohio Revised Code may be applicable to this Agreement and, if so, requires payment of interest on overdue payments for all proper invoices. The interest charge shall be at a rate per calendar month which equals one-twelfth of the rate per annum prescribed by Section 5703.47 of the Ohio Revised Code.

Insurance: The State of Ohio is self-insured.

Equal Employment Opportunity: Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Section 125.111 of Ohio Revised Code and all related Executive Orders.

Governing Law: This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that ODOT is a party to any litigation arising out of, or relating in any way to, this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

Independent Contractor Acknowledgement: It is fully understood and agreed that Contractor is and independent contractor and is not an agent, servant, or employee of the State. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility

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for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees that any individual providing personal services under this Agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engage in business") Contractor shall have any individual performing services under the Contract complete and submit to the ODOT the Independent Contractor/Worker Acknowledgement form:

<https://www.opers.org/forms-archive/2018-10-PED-ACKN-Independent-Contractor-Worker-Acknowledgment-Form-fillable.pdf>

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this Contract, shall serve as Contractor's certification that Contractor is a "business entity" as the term is defined above.

Severability: If any provision of this Agreement or application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.

Drug-free Workplace: Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Contractor shall make a good faith effort to ensure that all employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Governing the Expenditure of Public Funds on Offshore Services (EO 2019-12D): The Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Agreement.

The Contractor agrees to complete the attached Executive Order 2019-12D Affirmation and Disclosure Form, which is incorporated and becomes a part of this Agreement.

Governing the Expenditure of Public Funds on Services Performed by Russian Companies or Institutions (EO 2022-02D): The Contractor affirms to have read and understands Executive Order 2022-02D and shall abide by those requirements in the performance of this Contract. Pursuant to this Executive Order, all state agencies are prohibited from the purchase of services from Russian companies or institutions. This prohibition is in addition to and expands upon Executive Order 2019-12D which generally precludes the purchase of offshore services by the State of Ohio. Notwithstanding any other terms of this Contract, ODOT reserves the right to recover any funds paid for services the Contractor performs in Russia in violation of this Executive Order. ODOT does not waive any other rights and remedies provided to ODOT in this Contract.

The Contractor agrees to complete the attached Exhibit II Contractor/Subcontractor Affirmation and Disclosure Form to abide with Executive Order 2019-12D and 2022-02D, which is incorporated and becomes a part of this Contract, affirming no services of the Contractor or its subcontractors under this Contract will be performed in Russia.

Ohio Ethics Law/Conflict of Interest: Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws including by not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

Ohio Election Law: Contractor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

Boycotting: Pursuant to R.C. 9.76(B), Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

Workers' Compensation Contractor shall provide its own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. ODOT is hereby released from any and all liability for injury received by the contractor, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.

Indemnification and Hold Harmless: Any provisions requiring ODOT to indemnify and hold harmless or pay attorney's fees to Contractor, do not meet the requirements of state law and shall be considered stricken.

Entire Agreement; Modifications: The Agreement and this Addendum supersede all prior agreements, written or oral, between Contractor and ODOT and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and this Addendum and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and Contractor.

Ownership: Any and all written, electronic, or multimedia documents, presentations, reports, studies, deliverables, and / or software created specifically for ODOT (hereinafter referred to under this Section as "Deliverables") shall become the property of ODOT. ODOT shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Contractor shall not obtain copyright, patent, or other proprietary protection for the Deliverables without the written approval of ODOT, except that Contractor shall reserve its rights in all methods, pre-existing work, software, and data used to prepare the Deliverables. Contractor shall not include in any Deliverables any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter in the manner provided under this Agreement. Contractor agrees that all Deliverables may be made freely available to

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the general public to the extent required by law. This Section shall survive the termination of this Agreement and may be enforced by ODOT in any court of competent jurisdiction.

Record Keeping: During the performance of this Agreement and for a period of three (3) years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to ODOT, upon request and at such times as are commercially reasonable.

Force Majeure: If the State or Contractor is unable to perform any part of its obligations under this Agreement by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Agreement. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, any other severe weather, or explosions; restraint of government and people; war; strikes; and other like events or any other cause that could be not reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

State Audit Findings: Contractor affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for *recovery* may be immediately commenced by the State for recovery of said funds.

Debarment: Contractor represents and warrants that it is not debarred from consideration for contract awards by any governmental agency. If this representation and warranty is found to be false, this Agreement is void *ab initio* and the Contractor shall immediately repay any funds paid under this Agreement.

Suspension and Termination: Contractor or ODOT may suspend or terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party. Any violations or breach of the terms stated herein, by Contractor, shall provide ODOT with the option of canceling this Agreement in its entirety, or withholding payment until such time as the violation or breach is remedied. Such option shall in no way limit or exclude any other remedies available to ODOT. If either party fails to perform any of the requirements of this Agreement or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure its non-performance or violation within ten (10) business days following delivery of written notice of the breach. In the case of late payment by ODOT, however, Contractor may not suspend or terminate this Agreement unless the payment is more than sixty (60) days past due, and O.R.C. Section 126.30 shall apply. If this Agreement is suspended or terminated, Contractor shall cease work on the suspended or terminated activities, suspend or terminate all subcontractors relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursement and minimize cost, and, if requested by ODOT, furnish a report describing the status of all work under this Agreement, including results and conclusions accomplished, and such other matters as ODOT may require. Regardless of which party terminates the Agreement, any payments made by ODOT in which services have not been rendered by Contractor shall be prorated and returned to ODOT.

Such payment(s) must be sent to ODOT within thirty (30) days of the date on which Contractor either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable. ODOT shall not be liable for any further claims.

Antitrust: The State and Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Agreement.

Compliance with Law: Contractor must comply throughout the duration of the Agreement with all applicable federal, state, local laws and Executive Orders while performing under this Agreement.

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

1. Contractor will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). 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.
2. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. 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, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future).
3. Contractor agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Contractor shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.
4. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
5. **Non-discrimination:** The contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-

income status, or limited English proficiency 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 paragraph 10 below, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

6. **Solicitations for Subcontractors, 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 Agreement and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.
7. **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 Ohio Department of Transportation (hereinafter "ODOT") or FHWA 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 this information, the contractor will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
8. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this Agreement, ODOT will impose such sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the Agreement until the contractor complies; and/or
 - b. cancelling, terminating, or suspending of the Agreement, in whole or in part.
9. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through nine 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 ODOT or FHWA 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 ODOT to enter into any litigation to protect the interests of ODOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
10. **During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

Pertinent Non-Discrimination Authorities:

- 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); and 49 CFR Part 21.
- 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 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits 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)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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 People 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 VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

General Provision: Ohio has entered into this Agreement as a sovereign state and not as principal or agent in any joint venture. Nothing contained in this Agreement shall be deemed to

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designate Contractor and ODOT as members of a joint venture for any purpose whatsoever. Nothing herein shall be construed as consent by Ohio to suit in the courts of any other state, nor a waiver of Ohio's sovereign immunity or its rights under the Eleventh Article of Amendment to the Constitution of the United States. This Agreement does not grant any rights to any party except the signatories herein, and nothing in this Agreement shall be deemed to create or give rise to any right of action in, or any liability to, any third party claiming to have suffered a loss, damage or injury by virtue of any alleged failure by any party hereto to comply with the terms of this Agreement.

Addendum Controlling: In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum is controlling.

Authorization: Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized to execute this Agreement.

Signatures: Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The parties have executed this Agreement as of the day and year last written below.

Contractor: DriveWyze

State of Ohio
Department of Transportation:


Signature

Jack Marchbanks, Director

Title: EVP

Date: April 4, 2023

Date: _____

OAKS ID: _____

For Use by Office of Chief Legal Counsel Only:
E-SIGNED by Carrie Glaeden
Date Received on 2023-04-04 13:55:22 GMT