



**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

ADDENDUM NO. 1
ISSUED JANUARY 19, 2021

to


RFP NO. 1-2021
**TO PROVIDE CREDIT CARD PROCESSING SERVICES
TO THE OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

PROPOSAL DUE DATE: 5:00 P.M. (EASTERN TIME), FEBRUARY 5, 2021

ATTENTION OF RESPONDENTS IS DIRECTED TO:
QUESTIONS RECEIVED THROUGH 12:00 P.M. ON JANUARY 19, 2021
AND
ADDITION TO RFP DOCUMENTS

**APPENDIX C – FORM CONTRACT FOR CREDIT CARD PROCESSING SERVICES
IS ISSUED WITH THIS ADDENDUM NO. 1**

Issued by the Ohio Turnpike and Infrastructure Commission through Jennifer L. Stueber, Esq., General Counsel.



Jennifer L. Stueber, Esq.,
General Counsel

January 19, 2021
Date

ANSWERS TO QUESTIONS RECEIVED THROUGH 12:00 P.M. ON JANUARY 19, 2021:

Q#1 Is this this a requirement to Bid?

A Proposal Guaranty must be submitted by Responding Qualified Acquirers in the form of a proposal bond or, in the alternative, a certified check in the amount of Twenty-Five Thousand Dollars (\$25,000), payable to the Ohio Turnpike and Infrastructure Commission. The proposal guaranty shall be held by the Commission as a guarantee that, if a Contract is awarded, the Selected Qualified Acquirer shall enter into the Contract and furnish the required bonds. Such proposal bonds or certified checks shall be returned to all Responding Qualified Acquirers once the Commission has entered into a Contract with the Selected Qualified Acquirer.

A#1 Yes. Respondents must submit a \$25,000 proposal bond or, in the alternative, a certified check with their proposal as further described in Part VI, item G, of the RFP.

Q#2 Could you tell me who your current credit card processor is today?

A#2 The Commission currently has a contract with Electronic Merchant Systems for Credit Card Processing Services.

Q#3 Will you please clarify part VI and section G? Do we have to submit proposal bond or certified check with our proposal Or does it require after the proposal is awarded? How long turnpike will hold the bond or certified check?

A#3 See response to Q#1. The bond or certified check will be returned to all unsuccessful respondents at the time of contract award and execution.

Q#4 Can you please let me know when the Credit Card Processing Services Contract will be made available for review? Would it be possible to get more credit card processing transaction details as well? The Appendix B only contained credit card processing volume for August 2020. Would it be possible to get a full year of processing data broken out by channel for January 1, 2019 through December 31, 2019?

A#4 A spreadsheet of credit card transactions processed by month is attached.

End of Addendum No. 1

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CONTRACT FOR CREDIT CARD PROCESSING SERVICES

This Contract is made and entered into as of the last date written below, by and between the **OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION** (the “Commission”), 682 Prospect Street, Berea, Ohio 44017, through its Executive Director under the authority of Section 5537.04 of the Revised Code and Resolution No. ___-2021, adopted _____, 2021, and [*insert company name*] (the “Selected Acquirer”), [*insert address*], an [*insert type of entity*] organized under the laws of the state of [*insert*], through its duly authorized officer.

RECITALS

WHEREAS, the Commission issued Request for Proposal No. 1-2021 (“RFP”), dated January 8, 2021, to conduct a process for selecting a firm to serve as the Commission’s Selected Acquirer performing services processing its credit card transactions, as more fully described in the RFP; and

WHEREAS, the Selected Acquirer submitted a proposal to perform such services for the Commission that was deemed to provide the best value in terms of service and price (the “Proposal”); and

WHEREAS, the Selected Acquirer is qualified and willing to provide the Credit Card Processing Services as outlined in the Scope of Services attached hereto as Exhibit B and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 The documents that comprise this Contract include this Contract, the Selected Acquirer’s Pricing Proposal (attached hereto as Exhibit A) and the Scope of Services (attached hereto as Exhibit B) (the “Contract Documents”). In the event of a conflict, the terms and conditions of this Contract control.

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ARTICLE 2 – DESCRIPTION OF CONTRACT AND TERM

2.1 Subject to the terms and conditions hereof and the “Contract Documents” as defined herein, the Commission accepts and the Selected Acquirer agrees to be bound by the Proposal dated [*insert date*], 2021 and its Price Proposal attached hereto as Exhibit A and incorporated herein, to perform the services set forth in the Scope of Services attached hereto as Exhibit B and incorporated herein by reference.

2.2 The Contract shall have an initial term of five (5) years. The Commission shall have the option to extend the Contract pursuant to the same terms and conditions for three (3) additional two (2) year terms exercisable upon ninety days’ notice to the Selected Acquirer.

ARTICLE 3 – PAYMENTS

3.1 Payments to the Selected Acquirer shall be made in accordance with Article 4, Section 4.2, below and the Selected Acquirer’s Price Proposal, attached to this Contract as Exhibit A and incorporated by reference.

ARTICLE 4 – GENERAL TERMS AND CONDITIONS

4.1 Warranties. The Selected Acquirer and its staff shall provide the services contemplated under the Contract in a manner consistent with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of the consultant’s profession, currently performing under similar circumstances. The Selected Acquirer shall be responsible for the professional quality of the credit card processing services rendered under the Contract and shall promptly make necessary corrections resulting from its negligence, errors or omissions without any additional compensation from the Commission. The Selected Acquirer’s duty of care shall extend to the Commission, and the Selected Acquirer shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by the Contractor’s negligent acts, performance, errors or omissions.

4.2 Payments to Selected Acquirer. Payments to the Selected Acquirer shall be made monthly pursuant to the agreed upon rates. The Selected Acquirer shall submit its monthly invoices for services rendered under the Contract to the Commission on or about the 10th day of the month for any such services performed during the prior month. Invoices may be submitted electronically to the following e-mail address: apinvoicing@ohioturnpike.org. Undisputed

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invoices shall be due and payable by the Commission within thirty (30) days from the date of receipt thereof.

Monthly invoices shall be submitted identifying all fees charged by the Selected Acquirer with supporting documentation that includes a summary of credit card transaction totals by card type. Netting of card processing fees against receipts is not permitted.

4.3 Tax Exempt Status. The State of Ohio and the Commission are exempt from federal excise taxes and all state and local taxes, unless otherwise provided. The Commission does not agree to pay any taxes on commodities, goods, or services acquired from, or by, the Selected Acquirer. The Selected Acquirer must, however, comply with all statutes, rules and regulations governing federal, state and local income, sales and excise taxes.

4.4 Drug-Free Workplace. The Selected Acquirer shall comply with all applicable federal, state, and local laws regarding drug-free workplaces, and shall make a good faith effort to ensure that its employees do not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

4.5 Non-Disclosure. The Selected Acquirer agrees that it will not disclose at any time during or after its services under the Contract, either directly or indirectly, any confidential knowledge or information which the Selected Acquirer may acquire with respect to the Contract or the Commission's operations, except as may be required by law, or in a court of competent jurisdiction.

4.6 Publicity. Any use of or reference to the Contract by the Selected Acquirer to promote, solicit, or disseminate information regarding the scope of the Contract is prohibited, unless otherwise agreed to in writing by the Executive Director of the Commission.

4.7 Non-Exclusive Rights. Nothing in the Contract with the Selected Acquirer shall preclude the Commission from acquiring other services similar to the services provided for in the Contract.

4.8 Audits, Records Retention and Inspection. The Selected Acquirer shall maintain all pertinent financial and accounting records, and evidence pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified by the State of Ohio. Financial and accounting records shall be made available upon request for review and/or audit by the Executive Director of the Commission, his representative, or the

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Ohio Auditor of State's office at any time during the Contract period or for three (3) years from the expiration date and final payment on the Contract, whichever is later.

4.9 Compliance with Law. The Selected Acquirer agrees to comply with all applicable federal, state, and local laws and regulations in its performance under the Contract, including without limitation, the laws relating to the payment of wages, equal employment opportunity, campaign contributions, drug-free workplace, non-discrimination in employment, ADA compliance, workplace safety, unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, and any and all tax and payroll deductions required for its employees. In the event that any provision of the Contract is in conflict with any law or regulation, then such law or regulation shall prevail. It is understood that neither the Selected Acquirer nor its employees are construed as employees of the Commission for the purpose of the Public Employees Retirement System ("PERS"), Workers' Compensation, or for any other purpose.

4.10 Certification of Compliance with Ethics and Campaign Contribution Laws. The Selected Acquirer certifies with its signature on the Contract that it is aware of and is in compliance with the Ethics provisions of Ohio Revised Code Sections 102.03 and 102.04, and the provisions of Ohio Revised Code Section 3517.13 as they pertain to Campaign Contribution Limitations under Ohio law, and affirms that, as applicable, no principal of the Selected Acquirer nor the spouse of any principal, if any, has made, as an individual, any time during the previous two (2) calendar years, one (1) or more contributions totaling in excess of \$1,000 to the Governor or to his campaign committee. A "principal" shall include, but is not limited to, a sole proprietor, individual, partner, shareholder, administrator, executor, trustee, or owner of more than twenty (20) percent of a corporation or business trust, taking into account only owners for all of the two (2) previous calendar years.

4.11 Conflict of Interest. The Selected Acquirer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance under this Contract. The Selected Acquirer further covenants that no person having any such interest shall be employed in the performance of this Contract. The Selected Acquirer certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised

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Code Sections 3517.13(I) and 3517.13(J), as applicable, are in compliance such respective sections.

4.12 Assignment and Subcontracting. The Selected Acquirer may not assign, transfer, convey or otherwise transfer or dispose of its rights, title, or interest in, or performance under the Contract to any other person, company, corporation or entity without the prior written approval of the Executive Director of the Commission. Any such approved assignment shall not relieve the Selected Acquirer from any of its responsibilities under the Contract. All work to be done by subcontractors or subconsultants utilized by the Selected Acquirer is subject to preapproval by the Commission. All subcontractors or subconsultants selected by the Selected Acquirer and approved by the Commission must comply with all the terms and conditions contained in the Contract.

4.13 Default and Termination. The Selected Acquirer shall be in default of the Contract if any of the following occur:

(a) It makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition under the federal bankruptcy laws or any other law or statute of the United States or any state or local governmental body, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of the property;

(b) It abandons or discontinues its operations for the Commission except when such abandonment or discontinuance is due to a *force majeure* event;

(c) It fails to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Agreement and such failure continues for a period of 10 calendar days after written notice of such failure is given it by the Commission, provided that the failure or refusal to perform under this Agreement is not is due to a *force majeure* event.

(d) Upon the occurrence of any one or more of the events of default set forth in subsections (a), (b) and/or (c) above of this Section or upon any other default or material breach of this Contract, the Commission may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

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(i) The Executive Director, upon written notice of his intention to do so, may terminate this Contract and have the services then uncompleted performed by another contractor or otherwise;

(ii) To enjoin any breach or threatened breach by the Selected Acquirer of any covenants, agreements, terms, provisions or conditions of the Contract;

(iii) To sue for the performance of any obligation, promise or agreement devolving upon the Selected Acquirer for performance or for damages for the non-performance thereof, all without terminating the Contract; and/or

(iv) Without waiving any default, to pay any sum required to be paid by the Selected Acquirer to others than the Commission and which the Selected Acquirer has failed to pay under the terms and conditions of this Agreement and any amounts to be paid by the Commission, with interest thereon at 8% per annum from the date of such payment and all expenses connected therewith, shall be repaid by the Selected Acquirer to the Commission on demand.

(e) The Executive Director may terminate the Contract at any time for any reason upon 30 days' written notice to the Selected Acquirer. Additionally, the Commission may, at any time during the term, suspend or abandon, in whole or in part, the work under the Contract. In either case, the Commission shall pay the Selected Acquirer for services rendered up to that time on account of such work. Such payments shall be made to the Selected Acquirer for partial services in proportion to the completion of the services upon termination.

(f) All rights and remedies granted to the Commission in the Contract and other rights and remedies that the Commission may have at law and in equity are declared to be cumulative and not exclusive and the fact that the Commission may have exercised any remedy without terminating this Contract shall not impair the Commission's rights to later terminate or to exercise any other remedy granted in the Contract or to which it may be otherwise entitled. In no event shall any action or inaction, including any payments to the Selected Acquirer, by the Commission constitute or be construed to be a waiver by the Commission of any breach of covenant or default which may then exist on the part of the Selected Acquirer, and the Commission's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available with respect to

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such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

4.14 Force Majeure. Neither party shall have liability to the other if it becomes unable to timely perform its obligations under this Contract due to labor disputes, fire, acts of God, tornados, floods, hurricane, earthquake, tidal wave, blizzard, or other natural disasters, acts of the state or federal government in their sovereign capacity, riots, civil commotion, quarantine restrictions, war, terrorism, incidence of disease or other illness that reaches outbreak, epidemic or pandemic proportions, unavoidable casualties, or other causes beyond their control.

4.15 Insurance, Bonds, Injuries and Litigation. For any work under the Contract and for the term of the Contract, the Selected Acquirer and all subcontractor(s), shall purchase and maintain at its own expense insurance in the specified coverages and promptly furnish to the Commission certificates of insurance evidencing that the specified insurance coverages are in effect.

(a) The insurance coverage to be purchased and maintained by the Selected Acquirer and its subcontractors, as required, shall be primary and non-contributory pertaining to any insurance, self-insurance, or self-funding arrangement maintained by the Commission, which shall not contribute thereto. There shall be severability of interests among the insureds under the insurance policies. Cross liability coverage shall be included in the policies. All endorsements or modifications to the insurance purchased and maintained by the Selected Acquirer and its subcontractors shall be subject to the Commission's review and final acceptance.

(i) General Commercial Liability Insurance. On an occurrence coverage basis (including without limitation, coverage for bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to the Contract, coverage as respects independent contractors, products and completed operations, explosion, collapse and underground hazards) the Selected Acquirer shall purchase general commercial liability insurance policy in the following amounts, which limit requirements may be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance:

\$5,000,000 Bodily Injury and Property Damage Limit for
each occurrence

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\$5,000,000	Products/Completed Operations Annual Aggregate
\$5,000,000	General Annual Aggregate

(ii) Employers Liability. The Selected Acquirer shall purchase and maintain Employers Liability Insurance Policy with an annual limit of not less than One Million Dollars (\$1,000,000) bodily injury by accident, each accident, One Million Dollars (\$1,000,000) bodily injury by disease, each employee, and One Million Dollars (\$1,000,000) bodily injury by disease, policy aggregate minimum coverage. The Employers Liability insurance requirement may be satisfied by including such coverage within the General Liability policy.

(iii) Crime Insurance. The Selected Acquirer shall purchase with a limit of liability of not less than Two Million Dollars (\$2,000,000) per occurrence covering the loss of money, securities, or other tangible property belonging to the Commission arising from, resulting from, or relating to a fraudulent or dishonest act by an employee, representative or agent of the Selected Acquirer, while performing services under the Contract.

(iv) Performance Bond. At the time of Contract execution, the Selected Acquirer shall furnish a performance bond in a form satisfactory to the Commission that shall provide for payment to the Commission in the event said Selected Acquirer fails to perform any of the terms and conditions of the Contract, at any time during the term thereof in an amount equal to five hundred thousand dollars (\$500,000). The bond shall be furnished by a surety authorized to business in the State Ohio, and shall remain in effect throughout the term of the Contract.

(v) Additional Insured. The Commission, its Commissioners, officers, representatives, members, agents, and employees, shall be included as additional insured's on the Selected Acquirer's Commercial General Liability policy (including Employers Liability), Automobile Policy, and Excess/Umbrella Liability. The additional insured coverage afforded under the Selected Acquirer's policies shall include both ongoing operations (work in progress), and completed operations

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(completed work).

(vi) Insurers and Notice. All insurance required to be purchased and maintained by Selected Acquirer and all subcontractors shall be placed and maintained with insurance companies rated at least equal to the AM Best Company's Insurance Reports rating of A or A- (Excellent) and licensed to do business in Ohio. The Selected Acquirer shall provide written notice to the Commission at least thirty (30) days prior to the cancellation, non-renewal and/or material modification of any such policies as evidenced by return receipt of United States certified mail.

(vii) Subcontractors. The Selected Acquirer shall require each of its subcontractors (and each subcontractor at every tier) to purchase and maintain the same types of insurance with substantially the same terms, conditions, and limits of liability as required herein of Selected Acquirer. Such insurance policies shall identify the Commission and its employees as additional insureds and provide for waiver of subrogation of any claims against the Commission and the other parties enumerated above.

(viii) Notice of Occurrence. Upon the Selected Acquirer's knowledge of any occurrence, event, or third-party claim(s) which may reduce or otherwise materially affect the aggregate amount of insurance coverage available to the Commission pursuant to the Contract, the Selected Acquirer shall: (i) immediately provide the Commission with written notice of such occurrence, event or third-party claim(s) with reasonable detail, and (ii) promptly obtain replacement insurance for the eroded aggregate limit and provide the Commission with evidence thereof.

(ix) Accidents or Injuries. Within twenty-four (24) hours after the occurrence of any collision or other event which results in or might result in injury to the person or property of any person which arises in any manner from the performance under the Contract, or occurs in the area for which the Selected Acquirer is responsible, the Contractor shall send written notice thereof to the Commission's General Counsel setting forth a full and precise statement of the facts pertaining thereto. The Selected Acquirer shall immediately send to the Commission's General Counsel a copy of any summons, subpoena, notice or other documents served upon or received by the

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Selected Acquirer, or any agent, employee or representative of the Contractor, arising in any manner from the performance of the Contract or any part thereof.

(x) Workers Compensation. The Selected Acquirer shall maintain until the Contract has been fully and completely performed, Ohio Workers' Compensation Insurance covering all the employees who engage in any work in connection with the performance of the Contract, except employees hired in a state other than Ohio who will not engage in any work in the State of Ohio.

4.17 Indemnification.

(a) Generally. The Selected Acquirer shall defend, indemnify and hold harmless the Commission, its Commission members, Executive Director, directors, officers and employees ("Indemnified Parties"), from and against any and all liability, including claims, demands, losses, damages, settlements, judgments, costs and expenses (including reasonable attorney's fees and any costs of defense) of every kind and description arising out of or in connection with, or occurring during the course of, performance of the Contract, whether directly or indirectly, including but not limited to where such liability is:

- (i) founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Selected Acquirer, its officers, employees, agents, independent consultants, or sub-consultants;
- (ii) founded upon, or grows out of, directly or indirectly, the breach by Selected Acquirer of any term or condition of this Contract, including but not limited to the breach of any representations or warranties and in particular the breach of its express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor; or,
- (iii) founded upon claims of violation of United States patents, trademark, trade secrets, proprietary information, copyrights or other intellectual property rights in existence on the date of this Contract resulting from the Selected Acquirer's or the Commission's use of any equipment, software,

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technology, documentation, and/or data developed in connection with the services and products described in the Contract.

(b) Application. Nothing herein contained shall require the Selected Acquirer to reimburse the Commission for acts or omissions caused by the sole negligence of the Commission. The Selected Acquirer shall waive and shall not assert any claim against the Commission for any injury to persons, whether or not resulting in death, or any loss or damage to property occurring from any cause unless such injury, loss or damage is due solely to the negligence of the Commission, its agents or employees.

(i) If a regulatory body or court of competent jurisdiction finds that the Selected Acquirer is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on the Selected Acquirer's own actions, the Consultant will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Selected Acquirer or the Commission resulting from that contrary interpretation, including taxes, assessments, and penalties that would have been deducted from the Consultant's earnings if the Selected Acquirer had been on the Commission's payroll and employed as a Commission employee.

(ii) If a third-party claim causes the Commission's quiet enjoyment or use of any product supplied by the Selected Acquirer to be seriously endangered or disrupted, or, should a court order be issued against the Commission restricting its use of any product and should the Selected Acquirer determine not to further appeal the claim issue, at the Commission's sole option, the Selected Acquirer shall provide at its sole expense, the following: Purchase for the Commission the rights to continue using the contested product(s); or Provide substitute products to the Commission which are, in the Commission's sole opinion, of equal or greater quality, or Refund all monies paid to the Selected Acquirer for the product(s) subject to the court action. The Selected Acquirer shall also pay to the Commission all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

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- (iii) Should the Commission elect to have the Selected Acquirer defend one or more of the Indemnified Parties, the Commission shall have the right, but not the obligation, to select the counsel that will provide that defense, to determine all points of control on behalf of the Commission, and to approve or disapprove of any settlement.
- (iv) The indemnity obligations of the Selected Acquirer shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained by Selected Acquirer.

(c) This agreement to defend, hold harmless and indemnify shall survive expiration or termination of this Contract.

4.18 Governing Law. The Contract shall be construed under and governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to the Contract or performance thereunder shall be brought and litigated to completion only in the courts of the State of Ohio, and the Selected Acquirer hereby irrevocably consents to such jurisdiction and waives any right of removal.

ARTICLE 5 – PCI COMPLIANCE

5.1 The Selected Acquirer shall be compliant with the current version of the Payment Card Industry Data Security Standards (“PCI DSS version 3.2.1”) and any amendments, revisions or future releases of the PCI DSS during the term of this Contract. The Selected Acquirer shall provide the Commission with proof of their current compliance status in the form of an Attestation of Compliance (AoC) issued by a Qualified Security Assessor Company (QSAC). The Selected Acquirer will provide the Commission with a copy of QSAC issued AoC annually as proof of their compliance status. The Selected Acquirer will notify the Commission at any time during this Contract if they are no longer compliant with the PCI DSS and provide a plan outlining efforts and expected date for remediation.

ARTICLE 6 – ENTIRE CONTRACT

6.1 The Contract Documents embody the entire understanding of the Commission and the Selected Acquirer and form the basis of the Contract between the Commission and the Selected Acquirer.

6.2 The Contract and any modifications, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.

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6.3 If any term or provision of the Contract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

6.4 The Contract shall be binding on the Selected Acquirer and the Commission, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Selected Acquirer without the prior written consent of the Executive Director of the Commission.

ARTICLE 7 - EXECUTION

7.1 The Contract shall become binding and effective upon execution by the Commission.

7.2 The parties agree that for purposes of facilitating the signing of this Contract, an electronic signature or an electronic or facsimile transmission of a signature shall be an original for all purposes.

ARTICLE 8- ORIGINAL CONTRACT FORMS

8.1 This Contract may be executed in several counterparts, each of which shall constitute a complete original Form Contract that may be introduced in evidence or used for any other purpose without production of any other counterparts.

ARTICLE 9 - WARRANTY OF SIGNATORY

9.1 The undersigned signatory for the Selected Acquirer hereby represents and warrants that he or she has full and complete authority to execute the Contract on behalf of the Selected Acquirer. This representation and warranty is made for the purpose of inducing the Commission to execute the Contract.

ARTICLE 10 – NOTICE

10.1 For purposes of providing any written Notices required under the Contract: Notices to the Commission shall be provided in writing to: Ohio Turnpike and Infrastructure Commission, c/o CFO/Comptroller, 682 Prospect Street, Berea, Ohio 44017, with a copy to martin.seekely@ohioturnpike.org and an immediate follow up telephone call to (440) 234-2081.

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10.2 Notices to the Selected Acquirer shall be provided in writing to: [*insert name, title and address*], with a copy to [*insert email address*].

IN WITNESS WHEREOF, the parties have hereto set their respective hands on the day and year last written below and have executed the foregoing Contract.

[*COMPANY NAME*]

**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

By: _____

By: _____

Title: _____

Ferzan M. Ahmed, P.E.
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Jennifer L. Stueber, General Counsel

Date: _____

EXHIBITS: [*to be included at time of contract execution*]

EXHIBIT A – Price Proposal

EXHIBIT B – Scope of Services

E-PASS REAL TIME TRANSACTIONS (176305)

	Number of Sales (#)												TOTALS
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	TOTALS
VISA	5,575	5,028	5,141	2,972	4,264	7,291	8,072	7,440	6,887	6,196	5,559	5,195	69,620
MasterCard	4,022	3,614	3,655	2,191	2,960	5,079	5,467	5,022	4,474	3,975	3,636	3,331	47,426
American Express	714	660	581	301	470	854	968	954	829	684	571	592	8,178
Discover	451	401	345	195	288	553	676	529	468	441	381	356	5,084
Total	10,762	9,703	9,722	5,659	7,982	13,777	15,183	13,945	12,658	11,296	10,147	9,474	130,308

E-PASS REPLENISHMENT TRANSACTIONS (176321)

	Number of Sales (#)												TOTALS
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	TOTALS
VISA	67,321	61,257	60,447	29,431	44,092	73,175	81,878	79,408	75,232	72,891	60,865	58,060	764,057
MasterCard	43,485	40,658	40,295	19,960	29,265	48,093	53,046	51,045	48,750	47,205	39,997	37,136	498,935
American Express	13,259	12,599	11,920	5,088	8,073	13,589	15,299	15,172	14,193	13,638	11,440	10,526	144,796
Discover	8,939	7,978	7,768	3,514	5,586	9,405	10,621	9,852	9,630	9,142	7,612	7,339	97,386
Total	133,004	122,492	120,430	57,993	87,016	144,262	160,844	155,477	147,805	142,876	119,914	113,061	1,505,174

IN LANE TOLL TRANSACTIONS (176313)

	Number of Sales (#)												TOTALS
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	TOTALS
VISA	101,097	98,888	106,503	60,551	116,186	193,941	223,796	244,894	205,671	200,389	182,027	163,745	1,897,688
MasterCard	71,597	70,883	72,017	39,614	76,274	125,855	142,672	154,313	131,672	130,736	118,922	104,793	1,239,348
American Express	12,538	12,447	10,571	4,112	8,618	15,094	17,562	19,249	16,637	16,261	13,371	11,698	158,158
Discover	4,001	3,885	4,451	2,380	5,571	10,034	11,881	12,957	10,507	10,299	9,145	8,484	93,595
Total	189,233	186,103	193,542	106,657	206,649	344,924	395,911	431,413	364,487	357,685	323,465	288,720	3,388,789

AUTOMATED TOLL PAYMENT MACHINE TRANSACTIONS (176339)

	Number of Sales (#)												TOTALS
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	TOTALS
VISA	11,755	11,320	21,726	39,368	33,976	33,527	36,766	34,697	28,811	27,329	24,634	24,321	328,230
MasterCard	10,492	10,215	17,869	31,954	27,842	26,498	28,855	26,917	22,285	22,009	20,342	20,152	265,430
American Express	945	921	1,636	2,619	2,259	2,163	2,465	2,351	2,045	1,737	1,441	1,349	21,931
Discover	467	416	907	1,533	1,666	1,684	1,845	1,769	1,443	1,356	1,221	1,186	15,493
Total	23,659	22,872	42,138	75,474	65,743	63,872	69,931	65,734	54,584	52,431	47,638	47,008	631,084

WEB BASED PERMIT TRANSACTIONS (176347)

	Number of Sales (#)												TOTALS
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	TOTALS
VISA	252	188	217	182	193	214	192	202	216	199	184	207	2,446
MasterCard	317	310	342	258	252	305	266	285	292	347	272	307	3,553
American Express	-	-	-	-	-	-	-	-	-	-	-	-	-
Discover	26	24	17	10	12	12	10	11	12	10	7	14	165
Total	595	522	576	450	457	531	468	498	520	556	463	528	6,164

TOTALS

	Number of Sales (#)												TOTALS
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	TOTALS
VISA	186,000	176,681	194,034	132,504	198,711	308,148	350,704	366,641	316,817	307,004	273,269	251,528	3,062,041
MasterCard	129,913	125,680	134,178	93,977	136,593	205,830	230,306	237,582	207,473	204,272	183,169	165,719	2,054,692
American Express	27,456	26,627	24,708	12,120	19,420	31,700	36,294	37,726	33,704	32,320	26,823	24,165	333,063
Discover	13,894	12,704	13,488	7,632	13,123	21,688	25,033	25,118	22,060	21,248	18,366	17,379	211,723
Total	357,253	341,692	366,408	246,233	367,947	567,366	642,337	667,067	580,054	564,844	501,627	458,791	5,661,519

	Amount of Sales (\$)												TOTALS
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	TOTALS
VISA	\$ 4,892,874	\$ 4,561,288	\$ 5,178,384	\$ 3,370,227	\$ 4,272,856	\$ 6,198,312	\$ 6,725,529	\$ 7,307,481	\$ 6,860,342	\$ 6,892,592	\$ 6,237,386	\$ 6,095,159	\$ 68,592,430
MasterCard	\$ 3,032,750	\$ 2,875,171	\$ 3,229,511	\$ 2,138,167	\$ 2,616,234	\$ 3,684,840	\$ 4,040,366	\$ 4,205,152	\$ 3,975,595	\$ 3,935,331	\$ 3,578,455	\$ 3,374,410	\$ 40,685,982
American Express	\$ 1,057,542	\$ 1,077,767	\$ 1,124,295	\$ 633,166	\$ 633,166	\$ 825,252	\$ 1,176,687	\$ 1,162,252	\$ 1,234,509	\$ 1,185,312	\$ 1,194,982	\$ 1,018,761	\$ 12,695,219
Discover	\$ 345,530	\$ 314,755	\$ 320,927	\$ 177,130	\$ 253,602	\$ 418,412	\$ 466,025	\$ 473,279	\$ 453,837	\$ 435,072	\$ 384,753	\$ 385,825	\$ 4,429,148
Total	\$ 9,328,696	\$ 8,828,982	\$ 9,853,117	\$ 6,318,690	\$ 7,967,930	\$ 11,478,251	\$ 12,394,171	\$ 13,220,421	\$ 12,475,086	\$ 12,457,976	\$ 11,219,355	\$ 10,860,102	\$ 126,402,779