



**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

**ADDENDUM NO. 3
ISSUED JUNE 18, 2026**

to

**RFP NO. 8-2026
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE FUEL AND RETAIL OPERATIONS AT THE OHIO TURNPIKE'S
FOURTEEN (14) SERVICE PLAZAS**

RESPONSE DUE DATE: 5:00 P.M. (EASTERN TIME) JULY 15, 2026

ATTENTION OF RESPONDENTS IS DIRECTED TO:

ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M. ON JUNE 17, 2026

SEE APPENDIX C (REVISED) – New Section 15.26 PCI Compliance (attached)

**CURRENT PROVIDER'S FUEL SYSTEM ASSET LISTS FOR EACH LOCATION ARE
INCLUDED FOR REFERENCE ONLY**

**RESPONDENTS ARE REMINDED TO REVIEW APPENDIX H –
RESPONDENTS INFORMATION PACKET**

Issued by the Ohio Turnpike and Infrastructure Commission through Aimee W. Lane, Esq, Director of Contracts Administration.

Aimee W. Lane

Aimee W. Lane, Esq.,
Director of Contracts Administration

June 18, 2026
Date

ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M. ON JUNE 17, 2026:

Q#8 Are proposers permitted to modify the architectural design and layout of the kiosks, or are there prescribed design standards and/or aesthetic requirements that must be followed, similar to those applicable to fuel canopies?

A#8 No. Modification to the exterior design aesthetics will not be permitted. The Commission prefers to maintain the existing design standards that are cohesive and consistent throughout our system of Service Plaza facilities. The interior layout could change, pending Commission approval, provided the exterior design standards/ aesthetics are maintained. Other marketing materials on the exterior of the kiosks may be considered,

Q#9 Please confirm whether DEF storage tanks may be installed below ground, or whether the Commission requires DEF tanks to remain above ground.

A#9 The Commission prefers that DEF storage tanks remain above ground and are the maintenance responsibility of the Operator.

Q#10 Are proposers permitted to modify the size, configuration, or placement of existing approach signage and monument signage at the sites?

A#10 The blue approach signs are installed and maintained by the Commission. There are no plans to modify the size, configuration or placement of those signs currently.

The size and configuration of the LED approach signs may be modified, pending Commission approval of the design. It is recommended that the placement (location) of the LED approach signs remain in their existing locations due to utility and connectivity requirements.

The LED monument signs are designed to match the aesthetics of the plazas. The interior component configurations may be modified.

Q#11 Please provide, if available, the historical split of kiosk sales between HGV and LGV fueling canopies on a site-by-site basis.

A#11 The Commission does not maintain this information. However, it could be assumed that the vast majority of gasoline sales occurs at the passenger fueling island and the majority of diesel sales occurs at the commercial island.

Q#12 Please provide DEF gallonage volumes by site for the previous five (5) years, if available.

A#12 The Commission does not maintain this information. DEF is considered a non-regulated liquid. Retail sales of DEF are included in the overall kiosk sales and revenue report.

Q#13 UST Equipment: The RFP indicates that the Operator is responsible for providing drop tubes. Please clarify whether the Operator or the Commission is responsible for the provision, maintenance, and replacement of overfill flapper valves.

A#13 The overfill flapper valve is considered part of the drop tube and the Operator is responsible for provision, maintenance, and replacement.

Q#14 Adjacent Area Cleaning Responsibilities: Please clarify the extent of the Operator's responsibility for areas "immediately adjacent to the fuel island canopies," including whether this applies to paved areas only or also landscaped areas, and whether these requirements are consistent across all plazas.

A#14 These requirements are consistent across all plazas. The exterior Areas of Responsibility for the Operator include the pads under each canopy, the paved areas immediately around the fuel islands, the operator's designated trash dumpster areas, above ground tank farm, and waste drum areas for spill containment.

The Commission performs groundskeeping and contracts separately to clean and maintain the grounds and parking areas.

Q#15 UST Farm De-Icing Materials: Given the prohibition on salt and chemical de-icing materials within UST farm areas, would the Commission consider approving alternative traction or de-icing materials on a case-by-case basis?

A#15 Salt and chemical de-icing materials within the UST farm areas are prohibited and will not be approved on a case-by-case basis. Alternative traction materials, that are not corrosive, may be approved on a case-by-case basis.

Q#16 Commission Self-Help Rights: Please clarify the circumstances under which the Commission may immediately assume cleaning, maintenance, or repair responsibilities without first providing the Operator with notice and an opportunity to cure.

A#16 There are no provisions in the documents stating that the Commission would assume the operator's responsibilities without providing the operator a notice and opportunity to cure.

Q#17 Utility Rough-In Boundaries: Can the Commission clarify and document the “rough-in points” for electrical, plumbing, HVAC, and related utilities in order to establish clear responsibility boundaries between the Commission and the Operator?

A#17 The point where the electrical, plumbing, HVAC and related utilities enters the vendor’s usage area, storage area, and/or kiosk, through the walls, floors, and/or ceilings becomes the responsibility of the Operator.

Q#18 The definition of “Gross Revenue” does not appear to expressly address exclusions relating to the sale of lottery tickets, tobacco, E-Z Pass tag sales. Please clarify whether these categories are intended to be included within Gross Revenue for purposes of calculating the Fuel Sales and Revenue Sharing Fee.

A#18 Ohio Lottery and EZPass Tag sales are excluded from Gross Revenues. Tobacco sales are not excluded from Gross Revenue.

Q#19 Please confirm whether any deferral, abatement, or commencement lag period will apply to the Guaranteed Minimum Annual Fee obligations in circumstances where redevelopment, construction, or site improvement works impact operations at the applicable Service Plazas.

A#19 Any partial year shall be pro-rated on a monthly basis commencing with the date operations commence. This fee applies only to C-stores and kiosks. The Guaranteed Minimum Annual Fee does not include the amounts due from gross revenues from fuel sales or CAM fees.

Q#20 Section 6.3 requires the Operator to submit refurbishment costs to OTIC following commencement and completion of refurbishment work or installation of new or substantially refurbished equipment; however, the purpose and application of this provision is unclear. OTIC to confirm relevance of 6.3.

A#20 Section 6.3 supports Article 4 – Construction by the Operator and the requirements therein, specifically meeting or exceeding industry standards.

Part III; Par. A; Section 2 requires respondents to assess the Fuel Stations conditions including the fuel dispensers, associated equipment, islands, as well as kiosks, canopies, etc., and submit with their Proposal recommendations and plans including a schedule and any investment for replacement, renovation, adjustment, and improvements thereof.

The intention is to ensure the respondent acknowledges the existing conditions, the investment required for the fuel and retail concessions, verifies the age and quality of the equipment to be installed, as well as the investment required.

The current provider's fuel system asset lists for each location are included with this addendum for reference only.

Q#21 Section 8.1 states that the Operator is responsible for monitoring the rear access road security gate. Please confirm whether this responsibility is currently performed by the existing fuel operator.

A#21 Yes. This is performed by the diesel booth/C-store attendant as well as Commission Service Plaza staff. All Operators are responsible for the ingress and egress of those specific vehicles servicing their accounts (delivery trucks, trash haulers, vendor's maintenance vehicles, etc.). Vehicles authorized to do business or provide services on the Ohio Turnpike are issued non-revenue transponders that activate the back gate. The Commission does not issue non-revenue transponders to third parties.

Q#22 Section 14 includes certain obligations relating to closures associated with reconstruction activities. Please clarify whether these provisions are intended to apply solely to the initial refurbishment/redevelopment period or more generally throughout the contract term. In addition, as the section refers to closure of the "Service Plaza" rather than the "Fuel Station," please clarify the intended scope and application of these obligations.

A#22 This section defines the operator's responsibilities in the unlikely event the Commission decides, or is required, to reconstruct one (or more) of the fourteen service plazas during the term of the Contract.

Q#23 Please clarify the scope of IT systems and infrastructure supporting the fuel dispensers, including responsibility for network connectivity, payment system integration, monitoring, maintenance support, and interfaces between Commission-owned and Operator-provided systems.

A#23 There is no interface between Commission-owned and Operator-provided systems. The Commission maintains a business network solely for Turnpike operations and the Operator would be responsible for providing their own network connectivity, payment systems, monitoring and support necessary for their operations.

Q#24 Please confirm that OTIC will be responsible for any remediation associated with asbestos.

A#24 Based on the timeline when the facilities were constructed (1998 – 2013), asbestos remediation is not anticipated. Any required remediation within the Operator's areas of responsibility shall be the responsibility of the Operator.

Q#25 Appendix C indicates the Operator retains full responsibility regardless of assignment. Can the Operator utilize franchisees or third-party operators for C-store or fuel operations, and if so, what approval is required by the commission?

a. Appendix A states that the fuel stations must be company-run and operated. Segmented or franchised operations shall not be allowed or considered.

A#25 Franchisees or third-party operators are not permitted and strictly prohibited. Fuel stations shall be company run and operated. Segmented or franchised operations shall not be allowed or considered.

Q#26 Please clarify Appendix C and Appendix A so we fully understand if third-party operators or franchisees are allowed if under the same brand.

A#26 See Answer to Q#25.

Q#27 Please clarify whether the following existing site hardware/infrastructure assets will remain in situ and transfer to the successful bidder at transition commencement, or whether replacement/new installation should be assumed by the proposer: (i) ATG systems (Veeder-Root), (ii) site controllers such as Verifone FCI, Passport BRCM systems, (iii) fuel price sign price changing hardware such as Everbrite, and (iv) CCTV infrastructure including NVRs and cameras. Please also confirm any bidder responsibilities relating to ownership, maintenance, replacement, or transition of these systems.

A#27 See RFP, Appendix C, Article 6. Should a change in Operators take place, the selected operator may negotiate the purchase of certain required hardware/infrastructure assets with the incumbent operator at its depreciated value in order to provide uninterrupted fuel and retail services to travellers. However, be advised that it is the Commission's intention that aged equipment is replaced new or improved equipment and shall always be adequate in number, condition and type for the conduct of the Operator's duties in accordance with the standards required under this Contract.

Per Article 6, the Operator shall furnish, install, maintain and replace, when necessary, the following items, which include but are not limited to: fuel dispensing equipment, vapor recovery equipment, DEF Above Ground Storage Tanks (AST) and dispensing system, dispenser and UST sumps, dispenser controllers, electronic leak detection equipment, canopy soffets and fascia, supplemental HVAC systems at kiosks and C-stores, point-of-sale systems; electronic sales receipt printers; electronic credit card verifiers/acceptors; air compressors. Lighting fixtures, including ballasts and bulbs, throughout the Operator's entire areas of responsibility shall be maintained and replaced as necessary by the Operator, including canopy lighting.

The current provider's fuel system asset lists for each location are included with this addendum for reference only.

Q#28 Please provide a breakdown of revenue between LGV and HGV kiosks at each site, as current figures are presented on a combined site-level basis.

A#28 See Answer to Q#11.

Q#29 Please provide a category-level breakdown of kiosk revenue (e.g., confectionery, tobacco, beverages) to support a more detailed understanding of the sales composition.

A#29 The Commission does not maintain a breakdown of this information. However, be advised that DEF sales are included in the overall kiosk retail sales figures.

Q#30 Could you please provide any available historical data regarding lottery sales for the kiosk operations, including the six Dream Touch terminals? If this information is not available through the Commission, would it be acceptable for us to coordinate directly with the Ohio Lottery to obtain this data?

A#30 The Commission does not maintain this information and has no objection to the Operator coordinating directly with the Ohio Lottery to obtain this information.

Q#31 We would like to confirm our understanding that the Improvement Fee applies only to sales at the 4 C-store locations and does not apply to non-fuel sales at kiosk-only operations. Please confirm if this interpretation is correct.

A#31 Correct. The 1% Capital Improvement Fee applies only to the four (4) C-store locations.

Q#32 Appendix C – Existing Operator Equipment: Appendix C references current operator equipment that may not be fully depreciated. Any additional detail regarding these assets (e.g., age, condition, remaining value, or transfer expectations) would be greatly appreciated to help us accurately structure our proposal.

A#32 See RFP Part III; Par. A; Part 2

2. Assessment of Existing Conditions:

a. Respondents should carefully examine the Fuel Stations including the fuel dispensers, associated equipment, islands, as well as kiosks, canopies, etc., and submit with their Proposal recommendations and plans including a schedule and any investment for replacement, renovation, adjustment, and improvements thereof. The plans and drawings submitted should be sufficient in detail so as to give the Commission a clear picture of what each Fuel Station will look like and operate if that Respondent is awarded the Contract.

b. Proposals should be submitted for the Respondent's suggested retail concepts and categories, with such Proposal containing the respondent's approach to C-store operations and a list of the C-Store products, services, and a suggested price list.

The current provider's fuel system asset lists for each location are included with this addendum for reference only.

Q#33 Electricity Responsibility: Based on the RFP materials, it appears that exterior electricity is included within CAM, while convenience store electricity is separately metered and the responsibility of the operator. Please confirm that this understanding is correct.

A#33 Correct. Electric for the fuel islands, lighting, water, etc. is included as part of the exterior CAM charge. The Unit 2 Convenience stores are metered separately, and the Commission invoices the Operator of the C-stores for their portion of the electric.

Q#34 Would the Commission consider Operator proposals that include two national fuel retail brand options, allowing the Commission to select its preferred option?

A#34 Yes. However, the Commission will rely on the Operator's expertise providing Fuel and Retail Operations as defined in Part III Technical Proposal Requirements. Specifically, Par. A, I supporting the Respondent's rationale for the selection of the brand(s) and how the brand(s) will support the Commission's mission and to best provide uninterrupted, competitive fuel and retail services to passenger and commercial travelers.

Q#35 The RFP states that the Operator may be required by the Commission to re-brand, redecorate, or repaint the Fuel Stations and C-Stores during the term of the Agreement. What objective performance standards, condition assessment criteria, asset lifecycle expectations, or similar benchmarks will be established to guide such requests?

A#35 The Operator must have the ability to integrate and remain consistent with third-party or mandated design brand standards and consistently pass audits conducted by the brand. Respondents must explain their commitment to stewarding the Areas of Responsibility at the Commission's plazas and consistently meet those expectations.

It is the Commission's expectation that the Ohio Turnpike service stations and C-stores operate at a level that is consistent with or exceeds brand standards for comparable off turnpike locations.

Q#36 The RFP requires the Operator to utilize a contractor designated by the Commission for certain environmental response, spill containment, remediation, and related services. Can the Commission provide additional information regarding the designated contractor(s), including pricing structure, rate schedules, mark-ups (if any), and the process by which costs are established and reviewed?

A#36 The RFP states: "...The Commission will provide to the Operator with the information of the Commission's current remediation firm, which shall be utilized in the event that the Operator requires the services of such a third-party remediation firm to clean-up any spills or releases for which the Operator is responsible..."

The Commission's current remediation firm is EnviroServe, Inc., who can be contacted at (800) 488-0910.

Q#37 Is the capital improvement fee considered part of the MAG contribution?

A#37 Capital Improvement Fees are included in the calculation of the initial Guaranteed Minimum Annual Concessions Fee of \$720,000 annually.

Q#38 Confirm that QSR is not included in the proposal.

A#38 Correct. There are currently fourteen service plazas, four of which have C-stores and ten of which have kiosks.

Q#39 Can Operator assume control of showers?

A#39 No.

Q#40 Is there flexibility in how laundry is administered?

A#40 No.

Q#41 WiFi is provided at travel centers. Is there a fee or different level of service?

A#41 The Commission provides free public Wi-Fi. Concession operators are also permitted to provide Wi-Fi at select locations.

Q#42 Is the Operator able to access camera feeds? If Operator cannot access camera feeds, does the Commission need access to any camera feeds that the Operator installs?

A#42 Access to Commission camera feeds is not permitted. On occasion, the Commission or Ohio State Highway Patrol may request video information from the Operator through the proper channels.

1. Camera Systems. All 14 Ohio Turnpike Service Plazas operate 24 hrs. a day, 7 days a week and utilize video surveillance systems. The surveillance systems consist of an array of internal and

external security cameras located throughout the common areas of each Service Plaza location. The presence of camera systems is integral to ensuring safety and monitoring activities within the Service Plazas. These systems provide real-time surveillance capability to Ohio Turnpike employees. Surveillance footage is used primarily to ensure safety and monitor activities at the Service Plazas with strict adherence to privacy regulations. The Operator may install its own camera system(s) to monitor its Fuel and Retail Operations within its Areas of Responsibility. Cameras must comply with the U.S. Federal Communications Commission's February 6, 2023, ban on Chinese telecommunication and video equipment. Plans for the proposed camera system must be submitted, reviewed, and approved by the Commission prior to installation. No operator cameras shall be permitted to be installed in common public spaces.

2. Ohio State Highway Patrol (OSHP). The OSHP has jurisdiction on the Ohio Turnpike and its facilities.

Q#43 What fuel and retail infrastructure stays?

A#43 See Answer to Q #32. The current provider's fuel system asset lists for each location are included with this addendum for reference only.

Q#44 Is the cash advance limit of \$200 a recommendation or a hard limit?

A#44 That amount was determined over time with fuel operators based on feedback received from commercial drivers. The Commission will consider modifying the amount. However, if commercial drivers require adjusting the advance limit, the Operator will be required to adjust the advance. Advance amounts should be comparable to advances offered at competitive truck stops.

Q#45 Can you provide more detail on alternative payment types (e.g., Venmo, PayPal)?

A#45 In addition to cash, credit, debit, and gift card sales inside the kiosks and C-Stores, the Operator shall accept various cashless forms of payment, which must be available at the dispensers to customers at all times, including nationally recognized credit cards (Discover, Visa, American Express, Master Card, etc.), debit cards, gift cards, mobile payments, and digital wallet services.

Additionally, fleet programs such as WEX, RTS, Comdata, EFS, AMBEST, Fleet One, Fuelman, etc., shall be accepted at the commercial islands. This includes the cash advance function for drivers. The Operator shall maintain adequate resources to facilitate multiple cash advances each day.

Due to the considerable number of Canadian travelers on the Ohio Turnpike, the Operator shall take into consideration that, if the card reader technology requires a Zip Code to be entered, the readers must be able to process out-of-country transactions.

Fuel dispensers shall accept various forms of cashless transactions at each dispenser at the passenger and commercial islands, including mobile payments and NFC contactless payments. In addition, the Operator will be expected to offer other methods of payment should other technologies become available and commonly used. The Operator shall have established guidelines and procedures to vigorously detect and prevent the presence of skimming devices on any fuel dispensers.

The Operator shall comply with the Payment Card Industry Data Security Standard (PCI DSS) in all aspects of its operations involving acceptance, storage, or transmission of credit card information. The Operator shall take all necessary measures to achieve and maintain PCI DSS compliance throughout the term of this contract.

Q#46 Are there CAT scales on any site?

A#46 No.

Q#47 Please clarify fuel price survey requirements.

- **Is changing the price a minimum of 3 times per week a requirement or guidance?**
- **Since we use fuel price automation, is the requirement of by 3pm daily flexible?**

A#47 Price surveys and price updates three times per week is currently a requirement. The Commission will consider modifications that are mutually agreeable and enforceable during the term of the contract.

The Commission will consider modifications to the 3PM price change that are mutually agreeable and enforceable during the term of the contract.

Q#48 Is operator permitted to use auto price change technology?

A#48 Yes, provided that the three times per week and 3PM schedule requirement is met, unless modified in writing by both parties during the term of the contract.

*Definition: **Auto price change technology** in the fuel industry refers to integrated hardware and software systems that allow gas station operators to update fuel prices instantly and simultaneously across all digital touchpoints without manual intervention. This technology connects the corporate head office or back-office computer directly to the station's infrastructure.*

Q#49 Please provide current inventory details including: structured cabling locations (network drops in store and outside including canopy), gas/diesel desk configuration, register count per store, POS hardware model and software.

A#49 Communications Conduit. During the term of the contract, a limited amount of communications conduit will be made available to the Operator for the installation of communications equipment (i.e., POS, computers, intercoms, etc.) at each of the Service Plazas. Specifications for such will be made available upon request by the Operator.

The Commission does not maintain any additional information.

Q#50 Please provide camera inventory: count of cameras in retail and fuel locations, make and model, and video camera system in use.

A#50 The Commission does not maintain this information from vendors.

Q#51 Please provide network infrastructure details: wireless access point count, server and rack configuration, fuel/payments/back-office systems.

A#51 There is no interface between Commission-owned and Operator-provided systems/networks. The Commission maintains a business network solely for Turnpike operations and the Operator would be responsible for providing their own network connectivity and payment/back-office systems necessary for their operations.

Q#52 Please provide POS equipment inventory: terminals, scanners, printers, credit card pin pads.

A#52 The Commission does not maintain this information.

Q#53 Please provide details on manager workstations, other computers, desktop printers, and inventory management devices (e.g., TC52s).

A#53 The Commission does not maintain this information.

Q#54 Is there a preference for Food Dating Terminal for grab and go items?

A#54 No.

Q#55 Please provide fuel hardware inventory: D-Box, BRCM, NexGen, Veeder-Root, Warren Rogers systems.

A#55 Veeder-Root hardware inventory is already included in Appendix H. The remaining hardware referenced is not Commission equipment, so we do not have that information.

Q#56 Please provide details on video boards, communication systems, and digital menus.

A#56 The Commission does not maintain this information.

Q#57 What is employee turnover and retention by location, role, shift, and manager over the last 3 years?

A#57 These are not Commission employees, so we do not have that information.

Q#58 How dependent are locations on overtime?

A#58 These are not Commission employees, so we do not have that information.

Q#59 What are the seasonal staffing fluctuations and peak labor demand periods?

A#59 These are not Commission employees, so we do not have that information.

Q#60 Please confirm whether any employees at the fueling facilities are represented by a union or covered by collective bargaining agreements. Additionally, please disclose any union campaigns within the past 5 years, pending labor board claims, organizing activities, NLRB complaints, or unfair labor practice allegations at any location.

A#60 These are not Commission employees, so we do not have that information.

Q#61 What are wage rates by role and location?

A#61 These are not Commission employees, so we do not have that information.

Q#62 What are the bonus opportunities by role?

A#62 These are not Commission employees, so we do not have that information.

Q#63 What are the vacation/sick/PTO accrual processes?

A#63 These are not Commission employees, so we do not have that information.

Q#64 Is there a 401K plan offered? What is the current company match? Which team members are eligible (FT, PT, Exempt, Non-Exempt)?

A#64 These are not Commission employees, so we do not have that information.

Q#65 Is there a long-term incentive (LTI) plan offered? Please define the LTI and identify eligible team members.

A#65 These are not Commission employees, so we do not have that information.

Q#66 Is deferred compensation offered? Please define the plan and identify eligible team members.

A#66 These are not Commission employees, so we do not have that information.

Q#67 What shift differentials currently exist?

A#67 These are not Commission employees, so we do not have that information.

Q#68 What are the annual payroll costs for the operation?

A#68 These are not Commission employees, so we do not have that information.

Q#69 What are the historical wage increases over the last 5 years?

A#69 These are not Commission employees, so we do not have that information.

Q#70 What benefits are currently offered?

A#70 These are not Commission employees, so we do not have that information.

Q#71 What are participation rates by benefit type?

A#71 These are not Commission employees, so we do not have that information.

Q#72 What are the annual healthcare cost trends?

A#72 These are not Commission employees, so we do not have that information.

Q#73 Are there legacy benefit obligations?

A#73 These are not Commission employees, so we do not have that information.

Q#74 Are there any active lawsuits, EEOC claims, or class actions at any location?

A#74 These are not Commission employees, so we do not have that information.

Q#75 Have there been any OSHA investigations or safety citations at any location?

A#75 These are not Commission employees, so we do not have that information.

Q#76 What record retention or workforce audit requirements exist?

A#76 These are not Commission employees, so we do not have that information.

Q#77 What compliance audits have occurred in the last 5 years and what findings resulted?

A#77 These are not Commission employees, so we do not have that information.

Q#78 Are background checks consistently performed?

A#78 These are not Commission employees, so we do not have that information.

Q#79 Are I-9 audits current and clean?

A#79 These are not Commission employees, so we do not have that information.

Q#80 Could you provide volume by fuel product at each site? Monthly data for the past 5 years.

A#80 Provided in Appendix H.

Q#81 Please confirm whether any historical or current fuel purchasing data can be shared.

A#81 The Commission does not maintain fuel inventory purchase information by the vendor. The Commission does track sales volume (by gallons) by location, which is provided in Appendix H.

Q#82 Several Service Plazas currently host EV charging infrastructure operated by Tesla, Electrify America, and/or Applegreen. Please clarify the relationship between the Fuel and Retail Operator and the existing EV charging operators. Specifically:

- **Is the selected Fuel and Retail Operator expected to assume any ownership, operational responsibility, maintenance responsibility, or contractual obligations associated with the existing EV charging infrastructure?**
- **If so, will copies of the applicable agreements be made available to proposers?**

A#82 The Commission contracts directly with various EV providers. The Operator is not expected to assume any responsibility for the existing EV stations.

Q#83 What responsibilities, if any, will the selected Fuel and Retail Operator have with respect to existing EV charging infrastructure and EV charging operations?

A#83 The Commission contracts directly with various EV providers. The Operator is not expected to assume any responsibility for the existing EV stations.

Q#84 Will the selected Fuel and Retail Operator receive any revenue associated with existing EV charging infrastructure, including but not limited to lease payments, utility reimbursements, revenue sharing, or other compensation?

A#84 No.

Q#85 If the selected Fuel and Retail Operator wishes to deploy additional EV charging infrastructure during the term of the contract:

- **Would such deployment be permitted?**
- **Would the selected Fuel and Retail Operator have any preferential rights to develop EV charging infrastructure at the Service Plazas?**
- **What approval process would apply to such deployment?**

A#85 The Commission will consider additional EV charging sites proposed by the Operator or the provision of other alternative fuels that may emerge where there is adequate demand.

Q#86 Please provide square footage of the buildings, construction type, values, age of the buildings and roof age.

A#86 The Commission owns and maintains all structures. See Appendix H for more details.

Q#87 Please provide a list of underground storage tanks (USTs) at each location, including count, age, and any known integrity issues. Additionally, please confirm the age and EMV compliance status of fuel dispensers at each location, including total dispenser count.

A#87 The Commission owns and maintains all underground fueling systems and equipment. See Appendix H for more details.

Q#88 Please provide employee headcount and estimated annual payroll for each facility to assess workers' compensation premium impact.

A#88 The Commission does not maintain any contracted vendor employee information.

Q#89 Please provide all insurance requirements mandated by the Turnpike Authority for leased buildings.

A#89 See Appendix C, Contract for Fuel and Retail Operations, Section 15.18, Insurance, Bonds, Injuries and Litigation.

Q#90 Please confirm any bonds or sureties required to operate within the state.

A#90 See Section 5537.07 of the Ohio Revised Code which includes bond requirements applicable to the Commission. This response does not constitute legal advice. Respondents should consult with their own legal counsel about legal issues.

Q#91 Please clarify which party is responsible for grounds maintenance, including landscaping, snow removal, and general exterior upkeep within the leased premises.

A#91 The Commission is responsible for property management and contracts separately with janitorial firms to clean exterior and interior common areas. The Operator is responsible for the upkeep of its areas of responsibility.

See RFP Appendix A; Par. J for more details.

The Commission shall mow, trim, and water all grass and maintain existing shrubbery and plantings, and any new shrubbery and plantings, which it may see fit to plant in the area.

Snow removal shall be the responsibility of the Commission except in areas where the heavy equipment of the Commission cannot operate, as in areas immediately around the fuel islands, kiosks, waste bins, vendor area rear access doors, and underground storage tank ("UST") farms, as well as the walkways immediately in front of the C-Stores. In such areas, at all the Service Plazas, it shall be the responsibility of the Operator to keep the areas free from accumulations of

snow, ice, and other hazardous conditions; however, heavy equipment may not be used for this purpose. The Operator shall have available and provide adequate and appropriate staffing, mechanical and non-mechanical snow removal equipment, and salt spreaders to manage both routine seasonal conditions and severe weather events. Additionally, no salt or chemical deicing materials may be used at the underground storage tank farm.

Q#92 Are there any existing labor agreements, collective bargaining agreements, or labor-related requirements that proposers should be aware of in connection with this RFP? If so, please provide or reference the relevant details.

A#92 The Commission does not maintain this information for contractor's employees.

Q#93 Please identify any recurring operational challenges or site-specific issues at the fueling facilities that have not been disclosed in the RFP documentation.

A#93 The Commission strongly encourages respondents to consider RFP Part III; Par. A when submitting it's proposal that includes Fuel and Retail Branding justifications, the respondents assessment of existing conditions, aesthetics and design of its operations, a detailed business plan including sales, revenues and expense projections for the initial term, customer service, marketing and advertising, operations plan, facilities management and maintenance plan and responsibilities, as well as a transition plan.

Q#94 Please identify any locations with property signage restrictions, including limitations on size, placement, illumination, or branding requirements.

A#94 Construction or installation of any new signage and exterior signage that does not currently exist at the Service Plazas or elsewhere within the Ohio Turnpike right of way shall require prior Commission approval.

Q#95 Please identify any locations with sales restrictions for alcohol, tobacco, or other regulated products, including any applicable local ordinances or licensing limitations.

A#95 See Appendix A; Par. G (Hemp products) and Par. H for more details on Restrictions and Prohibitions including Banking Services, Vending Machines, Ohio Lottery, Video Games, Alternative Fueling, Wi-Fi, Restrooms and Showers, Alcoholic Beverages and Intoxicants, Disabled Vehicle Services, Proprietary Brands and Products, Special Retail.

Q#96 Please identify any improvements to the sites or offerings the agency (a) requires, or (b) prefers.

A#96 Respondents should carefully examine the Fuel Stations including the fuel dispensers, associated equipment, islands, as well as kiosks, canopies, etc., and submit with their proposal recommendations and plans including a schedule and any investment for replacement, renovation, adjustment, and improvements thereof. The plans and drawings submitted should be sufficient in detail so as to give the Commission a clear picture of what each Fuel Station will look like and operate if that Respondent is awarded the Contract.

Q#97 Please confirm whether billboard or off-site advertising opportunities are currently utilized near the fueling facility locations, and whether such arrangements would transfer to the new operator.

A#97 See Appendix H for more details regarding Approach Signs and LED Price Signs.

No billboard advertising is permitted in the Ohio Turnpike's right of way. The Commission maintains the blue approach signs and panels for all service plazas. That space availability would transfer to the Operator.

Additionally, the Commission contracts with a Marketing and Advertising firm that provides additional advertising opportunities including Travel Boards, Turnpike Maps, Backlit signs, Turnpike Television, and other media.

Q#98 Please disclose any existing franchise agreements or exclusivity arrangements that may restrict the sale of specific products at the fueling facilities.

A#98 See Appendix A; Par. H for more details.

Operator may sell retail products and services incidental to convenience stores and for the minor repair and maintenance of motor vehicle(s), such as snacks, hot and cold beverages, tobacco products, packaged ice, and other products relating to travelers and commercial drivers.

With respect to retail operations in the C-Stores and kiosks, the Operator shall not offer items in direct competition with existing brands sold through existing restaurants, gift shops, and vending machines without prior written approval of the Commission. Additionally, the Operator is restricted from offering goods or services for which the Commission already contracts.

Q#99 Due to the size of the proposal, may proposers send the final proposal via a Dropbox link?

A#99 The Commission will not accept proposals via Dropbox but will accept proposals through the Commission's File Transfer Protocol (FTP). Instructions are below:

For Non-Turnpike Employees looking to send files to Turnpike Employees:

1. Navigate to: <https://ftp.ohioturnpike.org/ftp/> (EXHIBIT A)

2. Click on the green DROP-OFF button. **(EXHIBIT B)**
3. This will allow consultants to Drop-off (upload) a file for an OTIC employee (**email verification required**).
4. The consultant will need to enter their **name, their organization, and their valid email address**.
5. An automated email will be sent from the OTIC Technology Department to the supplied email address:

This is an automated message sent to you by the Ohio Turnpike service.
Name: Dave George
Organization: OTIC
Email: your.name@domain.com

You have asked us to send you this message so that you can drop-off some files for someone.

IGNORE THIS MESSAGE IF YOU WERE NOT IMMEDIATELY EXPECTING IT!

Otherwise, continue the process by clicking the following link (or copying and pasting it into your web browser):

https://extranet.ohioturnpike.org/ftp/dropoff.php?auth=*****

6. Once they click on the enclosed link their computer will be directed to a personalized web page that will allow them to enter the Turnpike Employee's email for whom they wish to send the files. From this page multiple files can be uploaded, up to 2.0 gigabytes in total size. **(EXHIBIT C)**
7. One the next screen appears click on the green + button to add the username and email to whom you are going to send these files to. Enter their name and email address and click on the Add Recipient button to add the users. When done click on the x in the upper left of that window.
8. Add a short note to the recipient describing the files you are about to send.
9. Click on the Browse button to select the files you want to send. These files can be located on your local C drive or on the network shares.
10. Once all the files are selected and uploaded click on the Drop Off Files button to send the files to the client.
11. This will automatically generate an email and send a link to the recipients with instructions on how to download the files you provided. Once the client accesses our ftp site an email will be sent to the group email address of the legal department letting you know they received them. **(EXHIBIT D)**

Exhibit A:

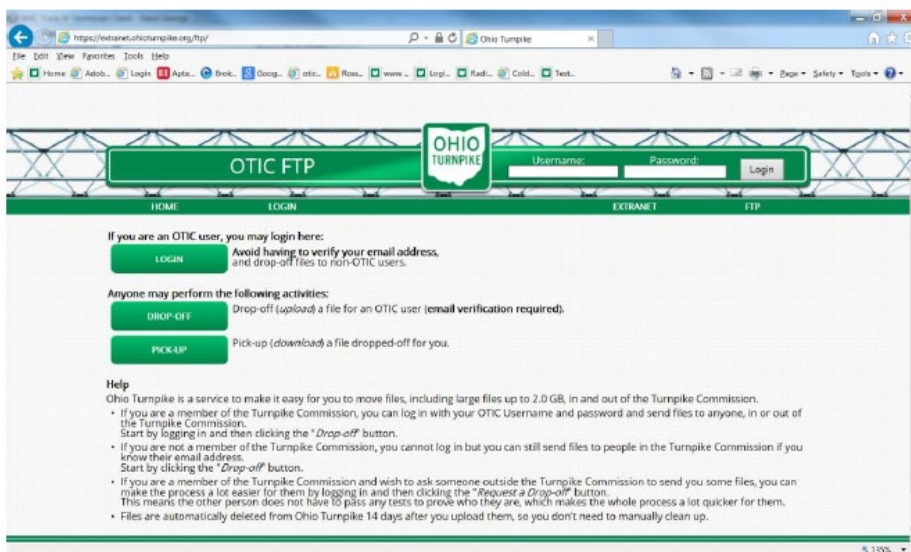


Exhibit B:



Exhibit C:

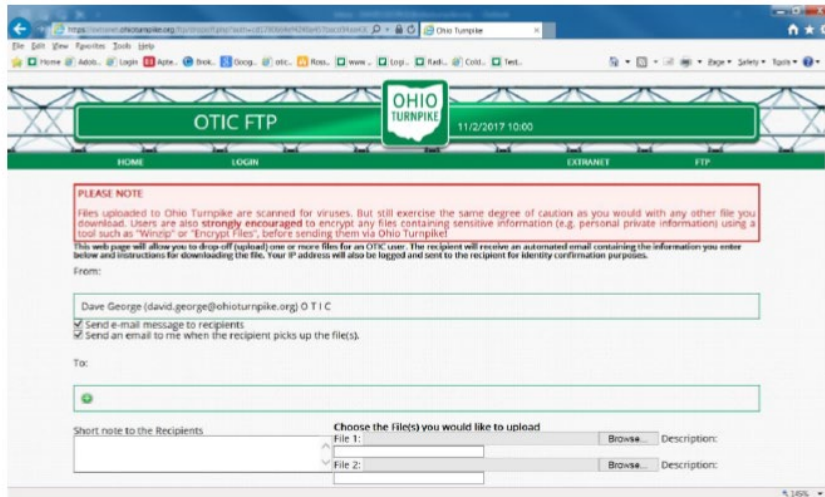
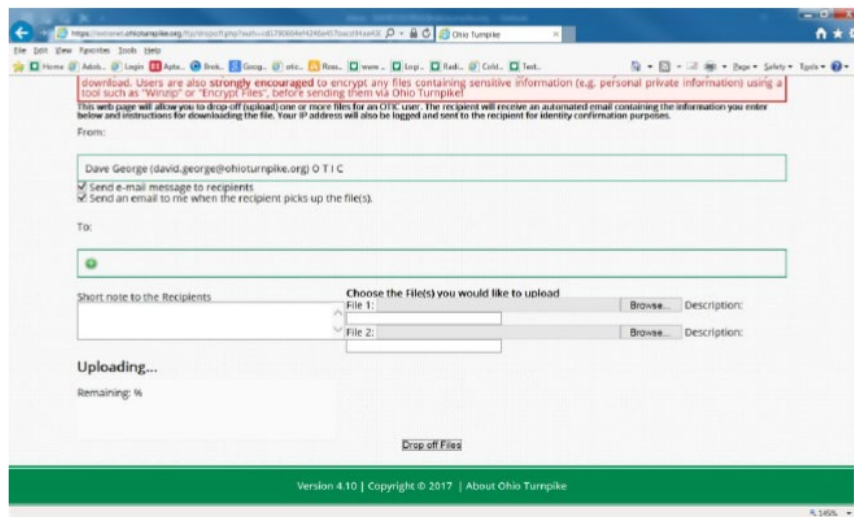


Exhibit D:



Q#100 Within Section B. Experience and Qualifications, it is required for the proposer to ‘Disclose the number, type and location of facilities managed by the Respondent, and give the name or names under which the operations are conducted.’ Due to the abundance of locations that a proposer may currently operate, may this requirement be limited to only turnpike/toll road locations?

A#100 A high level overview is acceptable. Toll road experience is favorable.

e.g. Operator XYZ runs 25 full-service fuel stations, 10 truck stops and 20 convenience stores in the following states (list states, territory). Operator has XX years’ experience operating fuel and retail facilities on the (State) Turnpike

These locations are operated under the following brand names (list brand names).

Should the Commission require further specific information, it will be requested in writing.

Q#101 Please confirm where Appendix G should be included in the proposal.

A#101 Appendix G should only be included in the proposal if a respondent has exceptions to the RFP or form contract. The form can be included at the end of the proposal.

Q#102 Please confirm where Appendix D should be included in the proposal.

A#102 Appendix D can be included at the end of the proposal.

Q#103 Please confirm where Appendix E should be included in the proposal.

A#103 Appendix E is provided for reference only and should not be included in the proposal.

Q#104 Please confirm where Appendix F should be included in the proposal.

A#104 Appendix F can be included at the end of the proposal.

Q#105 The following link is not working: Commission's website (<https://www.ohioturnpike.org/business/doing-business-with-us/rfps>)

A#105 Please use this link: <https://www.ohioturnpike.org/business/doing-business-with-us/request-for-proposals>.

Q#106 Appendix C indicates the Operator retains full responsibility regardless of assignment. Can the Operator utilize franchisees or third-party operators for C-store or fuel operations, and if so, what approval is required by the commission?

- **Appendix A says that Fuel stations shall be company run and operated. Segmented or franchised operations shall not be allowed or considered. Does this mean that we cannot use an operator (all within the same brand)?**

A#106 See answer to Q#25.

Q#107 If the C-store is run by a franchise or third party, they will most likely support the fuel operations. Will this be compliant?

A#107 See answer to Q#26.

Q#108 Can an interested company provide a submission for FUEL SUPPLY only? Or do they have to be able to provide all retail operations as well?

A#108 The Commission issues this Request for Proposals (“RFP”) to select an operator to provide both Fuel and Retail Operations at the Ohio Turnpike’s fourteen (14) Service Plazas.

END OF ADDENDUM NO. 3

ADDENDUM NO. 3
APPENDIX C (Revised) - New Section 15.26 PCI Compliance
CONTRACT FOR FUEL AND RETAIL OPERATIONS

This Contract is made and entered into as of the date last written below (“Effective Date”), 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 Ohio Revised Code and Resolution No. _____, adopted _____ and _____ (“Operator”), [insert address], a _____ organized and existing under the laws of _____, through its duly authorized representative.

ARTICLE 1 – DESCRIPTION OF SERVICES AND TERM

1.1 The Operator agrees to perform and is engaged under the terms, conditions and provisions of this Contract to provide fuel and retail operations as set forth in this Contract.

1.2 Through the execution of this Contract, the Commission accepts and the Operator agrees to be bound by its Proposal and the terms and conditions of this Contract, which includes the final Scope of Services and Requirements, incorporated herein as **Exhibit A**, subject to any changes or modifications that may be made by the parties under this Contract. The Scope of Services and Requirements is incorporated and made a part of this Contract, except as changed or modified by any provisions of this Contract, whether or not physically attached to this Contract. In the event of any conflict between the Contract and the Scope of Services and Requirements, the provisions of the Contract shall govern.

1.3 This Contract for Fuel and Retail Operations shall become effective upon the first date written below (“Effective Date”). The initial term of the Fuel and Retail Operations (as defined below) shall commence on January 1, 2027, and shall continue for a period of ten (10) years (the “Initial Term”). [To be completed at the time of award if the Commission, current operator, and awarded respondent agree to a transition plan requiring different commencement date]

1.4 The Commission shall have the option to renew the Contract for two (2) additional five (5) year renewal terms exercisable upon notice to the Operator at least 180 days before the expiration of the initial or renewal term (each, a “Renewal Term”). If the Operator is not amenable to or interested in a Renewal Term, the Operator must provide the Commission with notice a minimum of 480 days before the expiration of the Initial Term or Renewal Term.

ARTICLE 2 – RIGHT OF USE; UNITS AND AREAS OF RESPONSIBILITY.

2.1 Right of Use. Subject to the terms and conditions set forth in this Contract, the Commission grants to Operator a non-exclusive right to enter upon and use the premises identified as the Areas of Responsibility in Section 2.3 below for any purpose related to Operator’s Fuel and Retail Operations at the Commission’s fourteen (14) service plazas (hereinafter the “Service Plazas”). Notwithstanding anything herein to the contrary, it is the Commission’s intention that, throughout the Term of this Contract, the Operator shall be the exclusive vendor of Fuel and Retail Operations in the Areas of Responsibility. The Commission reserves the right to solicit and provide auxiliary services, as appropriate, outside of the Areas of Responsibility, as necessary or appropriate.

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2.2 Duration of Right to Use. The right to use granted to under this Contract shall terminate at the cessation of this Contract whether by expiration, termination or otherwise.

2.3 Areas of Responsibility. During the term of this Contract, Operator shall have the use of and responsibility for, as further set forth in this Contract, the areas of the Services Plazas depicted on the drawings attached hereto as **Exhibit B** and incorporated by reference [*exhibit to be added after proposal is submitted and terms negotiated*] (the “Areas of Responsibility”). The Areas of Responsibility include the fueling islands, pads, canopies, canopy fascia, tank farms, the respective waste collection area(s), convenience stores or C-Stores and kiosks, an office within the Service Plazas and service bay(s) located adjacent to the office (with the exception of SP-1 and SP-8) which also serve as a maintenance/storage area. At the Indian Meadow and Tiffin River Service Plazas (SP-1) and the Mahoning Valley and Glacier Hills Service Plazas (SP-8), the convenience store (“C-Store”) and designated storage area below the C-Store shall also fall under the Operator’s Areas of Responsibility.

2.4 Areas of Responsibility Accepted in “As Is” Condition. The Operator accepts the Areas of Responsibility, including all attachments, improvements, furnishings, and equipment in their “as is condition” as of the Effective Date of this Contract.

A. Operator’s Installation of Cameras within Areas of Responsibility. The Operator may install its own camera system(s) to monitor its Fuel and Retail Operations within its Areas of Responsibility. Plans for the proposed camera system must be submitted, reviewed and approved by the Commission prior to installation. No operator cameras shall be permitted to be installed in Common Area as defined herein.

B. Cameras must comply with the U.S. Federal Communications Commission Order FCC 22-84, “Prohibition on Authorization of Covered Equipment,” effective February 6, 2023 (“FCC Order”), which bans certain Chinese telecommunication and video equipment. Prior to installation of any approved camera system, Operator must submit to the Commission copies of FCC equipment authorizations (if any) or otherwise affirm in writing that the equipment complies with the FCC Order.

ARTICLE 3 – PAYMENTS

3.1 Fuel Sales and Revenue Sharing Payments:

A. Gross Revenue:

1. For purpose of this Contract, the term “Gross Revenue” shall mean all amounts received or charged by the Operator in cash or credit for, on account of sales of, or gift cards or certificates redeemed for, all products or services made at or from the Fuel Stations and C-Stores, whether delivered or sold for consumption on or off the premises, except that discounts for employee meals, shall be excluded in determining the amount of “Gross Revenue.” Overages or shortages in cash collections shall not be offset against gross receipts.

2. In calculating Gross Revenue, discounting through the acceptance and redemption of coupons, gift cards, discount programs and frequency programs at its

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operations shall not be unduly restricted but shall require prior Commission review and written approval.

3. In determining the amount of “Gross Revenue,” nothing shall be excluded or deducted from the amounts received or charged on account of any tax payable by the Operator, but no amount shall be included which the Operator is by law required to collect from customers and to pay over to any taxing authority or governmental agency.

B. The Operator shall pay the Commission an annual Fuel Sales and Revenue Sharing Fee, based on a percentage of Operator’s Fuel Sales and Gross Revenues of retail sales, as provided in Operator’s Revenue Sharing Proposal, attached hereto as **Exhibit C** and incorporated herein by reference, to be paid on a monthly basis, and as further detailed below:

[Terms to be added after proposal is submitted and terms negotiated]

1. **Fuel Sales:** For fuel sales, which shall be based on the centers per gallon (CPG) of fuel sold, the revenue sharing percentage shall be [*insert percentage*].

The amount of motor vehicle fuel sold for purposes of determining CPG shall be based on metered sales, which are subject to inspection at any time by the Commission. The following adjustments will be allowed, if properly documented and approved by the Commission: (a) Meter malfunction – caused by a stuck or frozen electronic meter; (b) Pump Malfunction – occurs when a pump continues to run after the nozzle has been turned off; and (c) Pump Tests – performed to verify that the pumps are dispensing fuel accurately.

2. **C-Stores:** Where C-Stores are operated by the Operator at the Service Plazas, the revenue sharing percentage shall be [*insert percentage*].
3. **Kiosks:** Where kiosks are operated in the fueling islands by the Operator, the revenue sharing percentage shall be [*insert percentage*].

The Fuel Sales and Revenue Sharing Fee shall also include Exterior Common Area Maintenance (“CAM”) Fees and the Capital Improvement Fee as set forth herein. The Commission will not consider Recommend modifications to the financial agreements under this Contract during the initial term except as may be warranted due to extreme unforeseen circumstances as determined by the Commission.

The foregoing is subject to the Guaranteed Minimum Annual Fee which is the minimum amount due from the Operator to the Commission for revenue sharing as a result of C-Store and kiosk non-fuel sales based on gross revenue on an annual basis. The Guaranteed Minimum Annual Fee does not include the amounts due from gross revenues from fuel sales or CAM fees.

The Guaranteed Minimum Annual Fee for the C-Store and kiosk concessions shall be \$720,000 for non-fuel retail sales at the SP-1 Indian Meadow and Tiffin River Service

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Plaza C-Stores, the Mahoning Valley and Glacier Hills Service Plaza C-Stores and the 20 kiosks at the remaining SP-3, SP-4, SP-5, SP-6 and SP-7 Services Plazas. The Guaranteed Minimum Annual Fee shall increase by two percent (2%) each year.

The Fuel Sales and Revenue Sharing Fee and the Guaranteed Minimum Annual Fee guarantee year shall run January through December, and any given partial year shall be pro-rated on a monthly basis commencing with the date operations commence. The Guaranteed Minimum Annual Fee shall increase two percent (2%) on January 1 each year throughout the term of the Contract, provided, in computing the first annual two percent (2%) increase, six (6) operating months or more shall constitute a full year and invoke an increase upon the first day of January during the term of the Contract.

If, in any year during the term of the Contract, the aggregate amount the Operator pays to the Commission for its Revenue Sharing Fee (adjusted annually) and Capital Improvement Fee fails to exceed the Guaranteed Minimum Annual Fee, the Operator shall pay to the Commission the difference between the amount the Operator has paid during the guaranty year and the Guaranteed Minimum Annual Fee. This amount shall be paid on or before February 1 of the year following the guaranty year.

C. Fixed Pricing and Proposal Commitment:

1. The Operator agrees that the revenue sharing, fees and pricing structures submitted in its final proposal, including Common Area Maintenance Fees and Capital Improvement Fees, described herein, and other commitments in the proposal, shall remain fixed and firm for the duration of the Initial Term. The Operator is expressly precluded from requesting, and the Commission shall not grant, any modifications to the financial proposal or scope of work that result in reduced revenue during this period, regardless of fluctuations in market conditions, labor costs, or supply chain volatility. The Operator shall not request to modify the scope of financial commitments or seek further adjustments for any reason during this period, including but not limited to fluctuations in market conditions, labor costs, or operational expenses.

2. The Commission shall only consider modifications in the event of force majeure when an unforeseen catastrophic circumstance or circumstances make performance of the scope of services impossible or impractical. For an event to qualify as force majeure, it must meet three criteria:

- **Externality:** The event must be completely outside the control of the parties.
- **Unforeseeability:** It must be an event that could not have been reasonably anticipated at the time the Contract was signed.
- **Irresistibility:** The consequences must be unavoidable, directly preventing the party from performing their duties.

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D. Capital Improvement Fee: The Operator shall make payment to the Commission monthly in the amount of 1% of Gross Revenue for C-Store non-fuel retail sales for capital improvements to the Service Plazas. The Commission will exclusively use the Capital Improvement Fee for improvements to the plaza structures. At the end of the Contract, all unexpended capital improvement funds remain the property of the Commission.

E. Common Area Maintenance Fees:

1. For purposes of this subsection, the term “Common Area” shall mean all the public and shared areas and square footage of the Service Plaza Building, **except** the Areas of Responsibility and basement. The common areas within the Service Plazas include areas such as public restrooms, lobbies, food court, trucker lounges, service hallways, stairways, basements and loading docks. The exterior Common Area is further described to include the parking areas, access roads, the employee parking areas, the truckways, driveways, loading docks and areas, pedestrian sidewalks, ramps, grounds, landscaped and planting areas, retaining walls, all lighting facilities incident thereto and all other areas and improvements and facilities which may be furnished by Commission for the general use in common of Operator and other contractors or service providers of the Commission at the Service Plaza properties, their officers, agents, employees and customers, as such areas and facilities may be changed from time to time in the discretion of the Commission. For purpose of this Contract, “Common Area” shall not include the premises used for fuel and retail operations at the Service Plazas.
2. Internal CAM for C-Stores, Unit Share. The Operator shall pay a monthly interior CAM charge per Service Plaza with C-Stores. Interior CAM charge shall mean fifty (50%) of the Commission’s total cost and expenses of maintaining and managing the Common Areas and Common shared area of the Service Plaza, prorated based on the square footage apportioned to the Operator’s operations. The Commission shall obtain and keep in force a contract with a janitorial/cleaning company to perform certain Common Area Maintenance. Common Area Maintenance (“CAM”) charges shall include the Operator’s Unit Share (see below) of fifty percent (50%) of the total monthly expense for daily janitorial cleaning and maintenance of the interior and exterior common areas including the rest rooms, lobby, food court, picnic areas, trucker lounge and showers, building, small trash containers, yard, other miscellaneous cleaning and specialized maintenance services provided by the Commission in the Common Areas. The CAM Charges shall include the Operator’s share of fifty percent (50%) of all expenses of utility services (electricity, natural gas, water, and sewer) for the interior common areas of the Service Plaza buildings, structures, and property. CAM charges will commence upon the first month of operation of the C-Stores.
 - (a) Unit Share is based on the Commission’s assessment of a share of costs and expenses that the Commission, in its sole discretion, has determined to be the responsibility of the Operator(s). The Unit Share is not based strictly on the square footage of the Unit. The Commission may utilize several factors, such as the nature of the operations, the size of the Unit, hours of operation and business usage. The Operator shall reimburse the Commission for its Unit Share of the cost of such CAM Charges as follows:

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<u>UNIT NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT RATIO</u>	<u>UNIT SHARE</u>
2	24-Hour Convenience Store	thirty percent (30%)	fifteen percent (15%)

The Operator shall be invoiced for its Unit Share of Internal CAM on a monthly basis and payment shall be due and payable within **fifteen (15)** days of receipt of the invoice. A late charge of eight (8%) per annum will be assessed to all overdue payments.

3. External CAM, Fueling Facilities. The Operator shall pay a monthly Exterior Common Area Maintenance (CAM) charge per set of Service Plazas, commencing on the date on which Service Station Operations are assumed. The External CAM charge to be paid by the Operator shall help defray a portion of the expense incurred by the Commission to clean and maintain the grounds, drives and parking areas around the fuel islands as well as the cost of electricity used for parking area lighting, fuel canopies and kiosks; water for the fueling islands; wastewater management; sewer; landscaping; parking area snow removal, pavement and parking area maintenance; property management and any miscellaneous administrative or regulatory functions performed by the Commission during the term of the Contract.

The combined Exterior CAM charge for fueling areas shall initially be \$92,500 per year commencing January 1, 2027, per Service Plaza set, and shall thereafter increase based on the Midwest-Urban Consumer Price Index (CPI-U) for Fuel and Utilities annually (Series Report #CUUR0200SAH2). External CAM is not invoiced and shall be submitted with the monthly revenue sharing payments, by location.

- (a) As noted in Section L of the Scope of Services and Requirements (attached hereto as Exhibit A), the Operator shall not make its own contract with the local utility company to furnish electrical services for C-stores. The Commission shall contract directly for electric service with the local utility. Electricity shall be accounted for separately from other local utilities. The Operator shall pay all charges accruing for the provision of electric service to its Sub-units directly to the Commission. These charges will be reflected as a separate item on the monthly statement issued for CAM Charges. The Operator shall reimburse the Commission for one-hundred percent (100%) of the total monthly metered kilowatts used in Unit 2. Meters will be read by Commission staff. The kilowatt rate for electricity charged to the Operator shall be based on the actual rate charged by the utility during the same billing cycle.

F. Revenue Sharing Reports: The Operator shall forward monthly Fuel Sales and Revenue Sharing Reports for the prior month's activities on or before the 4th business day of each month. Accompanying its monthly payment, the Operator shall make a final report, certified to be true and correct, to the Commission of its activities for the preceding month. The final report shall be in the format prescribed by the Commission, as approved by the Commission.

G. Payment of Fees. The Operator shall pay the Fuel Sales and Revenue Sharing Fee and Capital Improvement Fee to the Commission on a monthly basis, on or before the business day following the 11th day of the month. If the last day of the month falls on a Saturday, Sunday or

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legal holiday, the Operator may make payment on the fuel sales and gross revenue generated through the last business day of the month provided the balance of the month's fuel sales and Gross Revenue is included in the succeeding month's payment. The relationship of debtor-creditor shall exist between the parties as to the Commission's share of all monies collected by the Operator, but not paid to the Commission.

H. Obligation to Keep and Maintain Accounting Records. The Operator agrees to keep such records of its operations and to make such reports to the Commission (in addition to those hereinafter prescribed) as the Commission may require. The Operator shall keep accounting records of its operations under this Contract separate from its record of all other operations (if applicable). Receiving and accounting procedures for any amounts which the Operator is entitled to exclude from Gross Revenue shall be such as to cause no undue interference with the auditing of the Operator's Gross Revenue, and any items that cannot be identified to the satisfaction of the Commission's auditors will be treated as Gross Revenue.

ARTICLE 4 – CONSTRUCTION BY THE OPERATOR

4.1 Construction at the Service Plazas. New construction at the Commission's Service Plazas is not necessary for the Operator to commence operations under this Contract. The Operator may propose construction or capital improvements to the Commission that will improve operational efficiency or customer service.

In the event that new construction is proposed by the Operator at the Fuel Stations and/or C-Stores at the Service Plazas in the form of capital improvements, the Operator shall be responsible for all costs associated with such new construction (see Article 5, Capital Improvements and Refurbishment), and for continuing to serve customers during such new construction.

4.2 Plan Submittal and Review. If new construction is planned, the Operator shall submit to the Commission, for prior written approval, plans and complete construction documents including specifications, construction schedule, fixture and furniture listings and equipment specifications for the construction of the Operator's build-out. The plans and complete construction documents shall be reviewed and approved by the Commission's Chief Engineer prior to submission to the Ohio Department of Commerce (or if required, Bureau of Underground Storage Tank Regulations) for plan approval. The plans and complete construction documents shall be reviewed by the Commission, and the Commission shall, within thirty (30) calendar days after receipt of the documents respond to the Operator in writing indicating approval, rejection, or other action to be taken (i.e., approval with modification(s)). The Operator shall re-submit such documents within thirty (30) calendar days for further action by the Commission.

4.3 Ohio Building Code. All construction work shall comply with the Ohio Building Code and other reasonable requirements, subject to the review and approval of the Commission's Chief Engineer. The Operator shall obtain all necessary permits for the performance of the work.

4.4 Completion of Construction.

A. Prior to the commencement of the work, the Operator shall submit the name and contact information of the prime contractor and subcontractors to the Chief Engineer. The

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Operator shall carry out the build-out/construction/renovation at the Fuel Stations and/or C-Stores at the Service Plazas in strict accordance with the approved schedules, plans and drawings and shall make no further changes except upon written approval from the Commission. Failure of the Operator to fulfill the responsibilities designated in said plans and other construction documents shall be grounds for termination of the Contract by the Commission or for the Commission to complete the project, with the cost to be borne by the Operator, including an additional ten percent (10%) administrative fee.

B. The Commission's approval of the plans and construction documents does not relieve the Operator from furnishing materials and equipment of proper dimension, quantity, and quality, nor shall such approval relieve the Operator from responsibility for errors in the preparation of construction documents, or from failing to meet the requirements of the Contract.

C. All work performed and materials or equipment provided in the buildout/construction/renovation of any of the Operator's Areas of Responsibility shall meet or exceed industry standards and shall be in accordance with recognized construction procedures. The Commission shall inspect the work to determine if it is being performed in accordance with the standards set forth herein and the plans and specifications submitted by the Operator.

D. Time is of the essence when undertaking any construction at the service plazas. Contracts entered into by the Operator shall contain clearly established deadlines for completion to which liquidated damage provisions shall be tied in the event any contractor fails to timely complete their portion of the renovation construction.

E. Upon completion of the work, the Operator shall furnish to the Commission one (1) complete set of "as-built" plans and specifications. The "as-built" drawings shall be in a form acceptable to the Commission and shall be subject to the approval of the Commission.

4.5 Insurance and Bonding. The Operator shall submit the name of the prime contractor and subcontractors to the Chief Engineer for approval. The Operator shall require its contractors and all subcontractors to provide comprehensive/commercial general liability and excess catastrophe liability coverage throughout the construction in such amounts as the Commission shall determine, and Ohio Workers' Compensation coverage. The Commission shall be named an additional insured under said policies and shall be furnished with the certificate evidencing such insurance, which shall require a thirty (30) day notice to the Commission of cancellation or material change in coverage. The policy or policies shall be primary and non-contributory. In addition, the Operator shall furnish a construction bond in a form satisfactory to the Commission at the time of any agreed construction build-outs. The construction bond shall be in the amount of one hundred percent (100%) of the construction cost estimate per Service Plaza set. The bond shall be furnished by a surety authorized to do business in Ohio and shall remain in effect through completion of construction and any warranty period following final inspection.

4.6 Prevailing Wage. The contractor(s) shall base its bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Division of Labor & Worker Safety, Wage and Hour Bureau for the Project as provided in Section 4115.03 through 4115.14 of the Ohio Revised Code. The prevailing rates of wages are published by the Division of Labor & Worker Safety, Wage and Hour Bureau and Hour portal at

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<https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform> and shall be incorporated by reference in the Operator's contract(s) with its construction contractor(s). Within ten (10) days of the date of the Notice to Proceed, each contractor and every subcontractor shall provide to the Commission (Attention: Office of Opportunity and Inclusion) a schedule of dates during the term of the Contract on which wages will be paid to employees for the project. Every contractor(s) and any subcontractor(s) that performs the buildout shall pay the prevailing wage rates of the locality to laborers and mechanics performing work.

4.7 Certified Payroll. The contractor(s) and any subcontractor(s) shall deliver certified copies of payroll reports within two weeks after the initial pay date to the prevailing wage coordinator, and supplemental reports at least each month thereafter. The certification of each payroll shall be executed by the contractor, subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the Contract. The contractor shall be responsible for submitting all payroll reports of the subcontractors.

4.8 Ownership of Improvements. At such time as the improvements to the Areas of Responsibility are accepted by the Commission, the articles affixed to the property including, but not limited to, real property additions, attachments and fixtures, except for business fixtures (i.e., menu boards, brand logos, etc.) shall become the property of the Commission, unless otherwise provided in Article 5 below. If, prior to expiration of the Contract, the Commission deems it necessary to terminate the Contract, in whole or in part, the Commission is not obligated to pay the Operator for any undepreciated portion of the cost of any construction, build-out, renovation or remodeling that may have occurred.

ARTICLE 5 – CAPITAL IMPROVEMENTS AND REFURBISHMENT BY THE OPERATOR

5.1 The Operator shall expend the necessary funds and effort to maintain, improve and refurbish each Fuel Station and C-Store placed under its responsibility. It is the Commission's intention in requiring these expenditures that the Operator shall keep its Areas of Responsibility equipped, furnished and decorated in a modern and effective manner to create the greatest earning potential for the Operator and the Commission as well as for the benefit and enjoyment of the customers.

5.2 The Operator agrees to invest the necessary resources and capital during the first 24 months of the contract term for facilities renovations, improvements, and equipment to be used at the Commission's Fuel Station facilities ("Initial Investment") as set forth in the Operator's proposal. Contractor's Initial Investment shall be depreciated over a period of ten (10) years. At such time as the Initial Investment is fully depreciated, title to the Initial Investment (except for the Operator's proprietary property and the trade dress associated) may be transferred to the new provider but if the new provider does not want the property, Operator shall remove it. The cost of any such renovation and maintenance thereof shall be borne by the Operator. All renovations and/or adjustments to the Fuel Stations or Areas of Responsibility of the Operator during the term of the Contract that are not included with original renovation plans submitted with the Proposal shall be made only with prior written approval from the appropriate Commission representative.

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The Commission will work to coordinate projects with the Operator and any other affected Service Plaza operators and contractors.

5.3 The Commission and the Operator shall periodically examine the Fuel Stations (including fueling islands, kiosks, canopy fascia, C-Stores and service bay areas) to determine when replacement/remodeling (or possible relocation of facilities and equipment) is necessary or desirable. If the Commission and the Operator cannot agree on the replacement/remodeling/relocation or the scope thereof, the Commission's decision shall be final.

5.4 The Operator shall not construct or make any renovations or improvement to its Areas of Responsibility without having obtained from the Commission written approval of the Operator's final plans and specifications. Prior to receiving such approval, the Operator shall submit preliminary plans and specifications to the Commission along with the Operator's detailed estimate of costs. The Commission shall approve, approve with modifications, or deny final plans and specifications within fourteen (14) calendar days of receipt. Renovations and improvements shall be made in accordance with the requirements of Contract Article 4, Construction by the Operator. The Commission shall have the right to inspect all construction and renovations at any time to ensure compliance with the approved plans and specifications, and to insure the safety of its customers and the traveling public.

ARTICLE 6- EQUIPMENT AND FURNISHINGS

6.1 Prior Operator's Equipment. [*only applies if operator changes*]

A. The Commission will provide the Operator with a listing prepared by the prior operator of all equipment utilized by the prior operators, including the original cost, year of purchase and depreciation period for each item ("Depreciation Schedule"). The Commission assumes no responsibility for the accuracy or completeness of the Depreciation Schedule.

B. The Commission will assign any rights it has to any or all of the equipment that has been fully depreciated over to the Operator. Should the Operator opt not to utilize any of the fully depreciated equipment, then the Commission will have the prior operator remove any unwanted equipment and repair any damage caused during the removal.

C. There should be no equipment that is not fully depreciated at the end of the previous contract term. However, should the Depreciation Schedule have new items added to it in the interim period prior to commencement of operations under the Contract, the Operator may purchase said equipment at its remaining depreciated value from the prior operator.

6.2 Equipment to be Furnished and Maintained by the Operator.

A. It shall be the obligation of the Operator, at its expense, to furnish, install, repair, maintain and replace all fixtures, furnishings and equipment ("FF&E") any other accessories necessary for the operation of the Fuel Stations in its Areas of Responsibility.

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Such FF&E shall at all times be adequate in number, condition and type for the conduct of the Operator's duties in accordance with the standards required under this Contract.

B. The Commission shall have the right to require substitution of any FF&E or the purchase of any additional FF&E at any time, and from time-to-time, when in the judgment of the Commission such action is necessary or advisable. The timing and frequency of the repair or replacement must be such as will ensure that the Fuel Stations present a modern facility with state-of-the-art equipment. Specifically, the Operator shall furnish, install, maintain and replace, when necessary, the following items, which include but are not limited to: fuel dispensing equipment, vapor recovery equipment, DEF Above Ground Storage Tanks (AST) and dispensing system, dispenser and UST sumps, dispenser controllers, electronic leak detection equipment, canopy soffets and fascia, supplemental HVAC systems at kiosks and C-stores, point-of-sale systems; electronic sales receipt printers; electronic credit card verifiers/acceptors; air compressors. Hoses and retractors shall be long enough to allow for dual sided fueling. Lighting fixtures, including ballasts and bulbs, throughout the Operator's entire areas of responsibility shall be maintained and replaced as necessary by the Operator, including canopy lighting. DEF above ground storage tanks (AST).

C. The Commission shall provide outside lighting in the Service Plazas so as generally to illuminate driveways, public parking areas and walkways.

D. Any ancillary equipment affixed to the structures (e.g. satellite dishes, etc.) shall be tagged with a durable tag clearly identifying the Operator as the party responsible.

6.3 Value of Capital Improvements/Renovations and Equipment. Within **ninety (90)** days after the commencement of the initial Contract term, or within sixty (60) days of completing a previously approved capital improvement or renovation project and/or installing any new or substantially refurbished equipment, the Operator shall furnish to the Commission, in reasonable detail, the total costs thereof, which costs shall not include the cost of financing. These costs shall be reviewed by the Commission and an agreed upon value shall be reached. For purposes of this Contract "substantially refurbished" shall **not** include the following: re-painting, landscaping or other land improvements, repairs, preventive maintenance, tank testing, proprietary signage or replacement of signage, or asset retirement obligations.

6.4 Ownership of Capital Improvements. At such time as any newly constructed/improved/renovated areas are accepted by the Commission, they shall become the property of the Commission, excluding the equipment as noted below. If, during the term of the Contract, the Commission deems it necessary to terminate the Contract, in whole or in part, the Commission shall not be required to pay to the Operator the undepreciated portion of the cost of any construction, improvement or renovation that may have occurred.

6.5 Ownership of Equipment.

A. The Operator shall submit an Asset List and Depreciation Schedule for each year of the Contract identifying each piece of equipment to be depreciated over the term of the Contract,

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its purchase price, the month and year placed into service, annual depreciation amounts, and the remaining value. (A depreciation period not to exceed ten (10) years may be applied for new dispensers. The depreciation period shall begin when the fixed assets have been installed and placed into service.)

B. If the Contract terminates or is terminated by the Commission before the end of the depreciation period, for any reason other than the reasons enumerated in Section 15.20(E)-(L) of this Contract, the Commission shall have the sole option of paying to the Operator the undepreciated portion of the aforesaid costs (less any outstanding repair costs not yet remitted by the Operator to any third party), at which time all the equipment (less any trade dress) shall become the property of the Commission.

C. If the Contract terminates or is terminated by the Commission before the end of the depreciation period, for any of the reasons enumerated in Article 15.20(E)-(L) of this Contract (which includes a non force majeure early termination or failure to perform by the Operator), the Commission shall not be required to remunerate the Operator for said undepreciated amount, and may utilize the equipment through the remainder of the Contract term at no charge.

D. If the Contract terminates, or is terminated, after the equipment has been totally depreciated, the Commission shall have the sole option of taking possession of the equipment (again, less any trade dress).

E. If the Commission does not elect to pay for undepreciated equipment, or to keep the fully depreciated equipment, the Operator shall either remove the equipment and repair any damage done by such removal or may negotiate with the successor operator for its purchase of the equipment. (See Contract Section 6.1).

ARTICLE 7 – STANDARDS FOR OPERATOR’S PERSONNEL

7.1 The Operator agrees that its personnel shall operate the Fuel Stations and C-Stores in an efficient manner in accordance with the highest standards of fuel and retail management and customer service, to the end that the public may be served promptly and courteously, and that public esteem may be won for the Operator and for the Commission. The Commission requires that the appropriate staff of the Operator shall have received adequate training in accordance with OEPA and BUSTR requirements.

7.2 Unacceptable Conduct: If the Commission disapproves of the conduct or behavior of any of the Operator’s employees, the Commission will inform the Operator and the parties shall review the relevant information. If an employee of the Operator is, in the opinion of the Commission, uncooperative, inept, incompetent, or otherwise unacceptable for any lawful reasons, the Commission will give the Operator notice of such deficiencies, and the Operator shall remove such person from responsibility at the Fuel Station or C-Store. Examples of cause(s) for removal include, but are not limited to: theft; inflicting or threatening physical or verbal abuse upon any person; creating or contributing to a hostile work environment; insubordination regarding a Commission directive; sexual harassment; damaging Commission grounds or property; disruptive behavior;

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disrupting customers' enjoyment; three (3) documented incidents of inappropriate conduct and/or failure to provide appropriate service within one (1) year; failing or refusing to provide services required by this Contract; or any conduct or action that is illegal or inimical to the Commission. Any such removal shall be made in the name of the Operator, and the Operator shall indemnify and defend the Commission against any legal action arising out of such action.

ARTICLE 8 – DELIVERIES

8.1 There is an access road located in the rear of each Service Plaza and a security gate whereby deliveries may enter the Service Plaza from the access road. When not in use, this gate is to remain in the closed position. The Operator shall be responsible for monitoring the gate to allow ingress and egress for authorized vehicles. No truck or other vehicle delivering supplies to the Operator shall be permitted to travel over the Turnpike unless the proper toll is paid. Non-revenue transponder privileges shall not be provided to the Operator's sub-contractors including fuel and supply deliveries, maintenance and service vehicles or trash haulers.

8.2 It shall be the duty of the Operator to at all times ensure that all vehicles admitted by the Operator through the back gate for purposes of delivery of fuel and supplies leave the Service Plaza by the same gate. Allowing unauthorized access or exit from the Service Plaza via the rear access gate shall be sufficient cause for the Commission to remove the Operator's permission to maintain such access privileges.

8.3 The Operator shall **not** permit employees to use the access gate for ingress and egress of personal vehicles. All operator employee vehicles shall be parked in the employee lot from where pedestrian access to the Service Plaza buildings is available.

ARTICLE 9 – ACCESS TO THE TURNPIKE AND SERVICE PLAZAS

9.1 Non-Revenue Access. Upon request, the Operator's management staff performing multi-supervisory services at the Fuel Stations and C-Stores under the Contract will be permitted toll free use of the Turnpike while performing the services described herein. Non-Revenue Transponders will be issued to the Operator's management and supervisory staff as requested, upon review and approval by the Commission. The Operator shall keep a current record of the transponders issued to each of the Operator's employees, made available to the Commission upon request. However, non-supervisory or management employees of the Operator, trucks or other vehicle delivering supplies to the Operator, shall not be permitted to travel over the Turnpike unless proper toll is paid. Use of the transponder is authorized for carrying out the terms of the Contract only. U-turns and crossing of the median at marked or unmarked areas is strictly prohibited. Any violation of these policies may result in revocation of the transponder and associated privileges. Lost or damaged transponders will be subject to a \$100.00 (per transponder) replacement cost. For accountability and security purposes, the Operator must report all inoperable or lost transponders to the Service Plaza Operations staff immediately. Non-Revenue transponders will NOT be issued to third party vendors, vendor sub-contractors, delivery personnel, etc.

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9.2 Access Cards. The Operator's employees performing services at the Fuel Stations and C-Stores under the Contract will be issued Security Access Cards for their respective Plaza as requested by the Operator's manager/supervisor. The Operator shall keep a list of the access card number assigned to each of its employees and make it available to the Commission upon request. Any actions by the Operator's employees that compromise this system are not acceptable, including forced entry, allowing, or facilitating unauthorized access to, providing an opportunity for unauthorized access to, or not reporting unauthorized persons in restricted areas. All control access cards are to be returned to the Operator's manager immediately upon termination of an employee and accurate records kept. Lost or damaged cards will be subject to a \$15.00 (per card) replacement cost. For accountability and security purposes, the Operator must report all damaged and lost cards to the Service Plaza Manager immediately.

9.3 Prohibited Access. Unauthorized persons are not permitted access to any non-public areas of the Service Plaza buildings and facilities that require the use of electronic access cards to gain entrance. Unauthorized persons are any persons not employed at or doing business within the Service Plaza(s) and include, but are not necessarily limited to: customers, family members, friends or business associates of the Operator or its employees, ex-employees and any unauthorized contractors. All unauthorized persons in restricted areas should be immediately reported to the Service Plaza staff. If Service Plaza staff is not available, the Division Service Plaza Manager or Ohio State Highway Patrol should be immediately notified to have the individual removed.

ARTICLE 10 – ANNUAL PLAN, QUARTERLY MEETINGS AND INSPECTIONS

10.1 On or before January 1 of each calendar year, the Operator shall submit to the Commission an Annual Plan for the Fuel and Retail Operations for the following fiscal year that addresses the following items:

1. Pricing Strategies;
2. Promotional and Marketing Plan;
3. Retail Goods;
4. Proposed Changes;
5. Maintenance Schedule;
6. General Budget Forecasts for all Operating Costs; Pro Forma Financial Projections by Month and Year;
7. Proposed Expenditures;
8. Proposed Capital Expenditures Budget;
9. Proposed Adjustments; and
10. Customer Satisfaction or Mystery Shopper results and format for next survey.

The Plan shall be based on measurable, identified goals and objectives as established and determined by the Commission in conjunction with the Operator. The Commission shall have the right to make any changes to the Plan or to refuse to expend any money suggested by the Annual Plan. Once the Plan is approved by the Commission, the Operator shall be

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responsible for complying with the Plan and shall not substantially deviate from the Plan without the express written consent of the Chief Engineer or Director of Service Plaza Operations, except where such deviation is due to and is in direct proportion to an increase in business in excess of pro forma operating projections.

10.2 Quarterly Meetings. At the close of each fiscal quarter, or more frequently if deemed necessary, the Operator and the Director of Service Plaza Operations shall meet to review operating results for the fiscal year to date, as well as operating plans for the balance of the fiscal year. At such meetings, the Operator shall report on operating and financial performance, customer service and other subjects requested by the Commission.

10.3 Inspections. The Commission shall have the right at any time to inspect the Areas of Responsibility or premises under the Operator's control and all features of Operator's operations relating to the Ohio Turnpike.

ARTICLE 11 - EMERGENCY SERVICES, CLOSINGS AND SUSPENSION OF SERVICES.

11.1 The Operator must provide service under emergencies and/or unpredictable circumstances such as weather-related emergencies, power failure, etc. (See Scope of Services and Requirements, Section L, Utilities, Radio Communications and Fiber Optic Cable).

11.2 In the event of emergency, the Commission reserves the right to close, or divert customers to or away from, a Service Plaza when such action is, in the sole judgment of the Commission, in the best interest of the health and safety of its customers. The Operator agrees that it shall not hold the Commission liable for any damage due to loss of business or otherwise which might occur because of such action by the Commission, and also to exercise its best efforts to provide any additional services that may be necessitated at other Service Plazas as a result of an emergency closing.

11.3 In the event of partial destruction by fire or other hazard of any portion of the Service Plaza building occupied by the Operator, the kiosk or the fuel island, the Commission will have the complete and sole discretion as to whether the Operator shall continue operation or suspend all or a portion of its operation for such period as is necessary to repair the damaged premises.

11.4 In the event that an entire Fuel Station area is substantially or totally destroyed by fire or other hazard, unless the Commission directs otherwise, operation will automatically be suspended until the Commission determines whether reconstruction will be undertaken. The decision whether to re-build the facility will rest in the sole discretion of the Commission.

ARTICLE 12 – LICENSES AND PERMITS

12.1 The Operator shall secure any required licenses and permits necessary for the purposes of carrying out all the provisions of the Contract during the term thereof including, but not limited to, vendor's licenses, retail service licenses and passage of any inspections required by federal, state or local laws or ordinances.

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12.2 The Bureau of Underground Storage Tank Regulations (“BUSTR”) certificates, Petroleum Underground Storage Tank Release Compensation Board (“PUSTRCB”) certificates, and the Ohio Environmental Protection Agency (“OEPA”) permits will be obtained by the Commission.

ARTICLE 13 – ASSUMPTION OF FUNCTIONS BY THE COMMISSION

13.1 If the Operator fails to do any act or fails to perform any function required of the Operator by the Contract, the Commission may assume the performance of such act or function for so long a period as it deems necessary, and the cost of such work shall be paid by the Operator to the Commission forthwith upon billing therefore, which shall include a ten percent (10%) administrative fee.

ARTICLE 14 – RECONSTRUCTION OF SERVICE PLAZAS AND OPERATOR’S RESPONSIBILITIES AT TIME OF CLOSURE

14.1 In the event that a Service Plaza is planned for closure and reconstruction, the Commission will not be responsible for any discontinuation or disruption of the Operator's business operations. During closure activities, the Operator shall be responsible for the following: (a) removal of fuel from the product lines using appropriate methods; (b) removing all fuel from the USTs so that no more than one (<1”) inch of product remains in the UST; (c) removing the impact valves from the ends of the product lines and cap the end of the product lines; (d) ensuring that all vent lines shall remain open; (e) removing all retail inventory, marketing signs and proprietary materials; and (f) cancelling all contracted services and Operator utilities for that site.

14.2 The Operator shall provide and install all necessary equipment for the operation of its Fuel Stations at the Service Plazas to be reconstructed during the term of the Contract, including, but not limited to, fuel dispensers, air compressors, vehicle maintenance equipment and any and all furnishings and fixtures necessary for the intended operation in the C-Stores and kiosks, if applicable.

ARTICLE 15 – GENERAL TERMS AND CONDITIONS

15.1 Reporting. The Operator shall provide, and shall require all subcontractors to provide, any requested data to determine compliance with the representations made in the approved SBE Participation Certification, Utilization Plan, and Statements of Intent to Contract and Perform for each invoice through the Commission’s online diversity compliance portal: [https://ohioturnpike.diversitycompliance.com/ Default.asp](https://ohioturnpike.diversitycompliance.com/Default.asp). The Operator and all subcontractors shall timely submit all required data prior to any reasonable due dates, and to check the online diversity compliance portal on a regular basis to manage contact information and contract records. The Operator shall require all subcontractors to have completed all requested items and maintain contact information on record that is accurate and up to date. The Operator shall include these disclosure and reporting requirements in all subcontracts under the Contract and further require that all subcontractors place the same obligation in each of their lower tier contracts (if any). The

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Commission may require additional information related to compliance at any time before, during, or after contract award.

15.2 Performance Warranty. The Operator acknowledges that the Commission desires, and Operator expressly agrees, that it shall provide and maintain during the term first class quality in products, service, and price comparability consistent with industry standards. The parties acknowledge that Operator's representation of quality in its Proposal is of the essence of this Contract and further, that it is essential and necessary, and Operator shall use its best efforts to promote and expand business at the Service Plazas. Upon a determination made by, and in the sole discretion of, the Commission, the Operator's failure to maintain the highest standard of products, service, and performance for similar operations, shall constitute an Event of Default under this Contract.

15.3 Traffic Conditions. The Ohio Turnpike has been constructed and is maintained as a modern express highway. While it is anticipated that the Turnpike will be open to the traveling public throughout the term of the Contract and that the traveling public will have access to the various Service Plazas located along the Turnpike, in certain situations traffic flow will be temporarily interrupted as a result of various occurrences including, but not limited to, acts of nature, accidents, and maintenance and repair work on the roadways and bridges. In addition, the continued renovation and maintenance program of Service Plazas on the Turnpike will have an effect on traffic flow and may affect the use of the Service Plaza facilities. The Operator shall make no claim against the Commission for loss of revenue, increased expenses or otherwise resulting from interruption in traffic flow.

15.4 Assignment of Contract/Operator's Ownership.

- A. The Operator may not assign, transfer, convey or otherwise transfer or dispose of its rights, title, interest in, or its duty to perform or supervise the performance of any of its obligations hereunder, to any other person, company, corporation or entity, nor shall it permit any other party to occupy any part of the premises within the Operator's Areas of Responsibility, without the prior written approval of the Executive Director of the Commission. Any such approved assignment shall not relieve the Operator from any of its responsibilities under the Contract. Any consent given by the Commission to any assignment or transfer, or partial assignment or transfer, of the Contract or of rights or obligations thereunder, shall not imply a willingness on the part of the Commission to give any subsequent or other consent, nor estop the Commission from refusing same; nor shall any such consent confer upon any assignee or transferee any right to assign or transfer any rights conferred upon such transferee. The Operator covenants for the benefit of the Commission, and of any third party who may sue the Operator, that it shall not defend against any claim, suit or action brought against the Operator on account of any tortious act or contractual liability alleged to have been committed or incurred in the Operator's operations covered by the Contract during the term thereof, on the ground that said operations, or that any duty or obligation of the Operator hereunder was in fact being discharged, by any person, firm or corporation other than the Operator, unless the alleged cause of action occurred subsequent to an assignment

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or transfer of the entire Contract, which assignment or transfer was duly consented to by the Commission in writing.

- B. The Operator acknowledges that the Commission has entered into this Contract in reliance upon the experience, financial capacity, integrity and reputation for competence, and the representations of the Operator with respect thereto, of both the Operator as an entity and the individuals who are the major and controlling owners and agents of the Operator. The Operator agrees that its statement in the Non-Collusion Affidavit submitted with the Proposal setting forth the name of each person or business entity having a five (5) percent or greater ownership in the Operator is correct and accurate (“Ownership Statement”). The Operator further agrees that the organizational chart included in said statement is correct and accurately depicts the chain of executive authority beginning with the president or comparable chief executive down to and including the officer(s) and/or employee(s) to whom the managers and employees of the Operator’s operations on the Turnpike shall report and be directly responsible, and identifying the individuals occupying the positions shown (“Organizational Chart”).
1. The Operator agrees that should a change occur in the Ownership Statement or Organizational Chart, the Operator shall immediately notify the Commission and consult with the Director of Service Plaza Operations to assure no detrimental impacts on the Operator’s Fuel and Retail Operations.
 2. If the Commission is not satisfied that the changes to the Ownership Statement or Organizational Chart will not cause detrimental impacts on the Operator’s Fuel and Retail Operations, the Operator shall take such steps as the Commission shall require to provide adequate assurance, and if the Commission is not thereby satisfied, then the Commission may cancel the Contract.

15.5 Personal Services. The Operator acknowledges that the Commission has entered into the Contract in reliance upon the experience, financial capacity, integrity and reputation for competence of both the Operator as an entity and the individuals who are the owners and agents of the Operator and representations of the Operator with respect thereto. The Operator agrees that, should a change occur in the ownership interests or in the identity of any individuals performing managerial functions under the Contract, the Operator shall immediately notify the Commission, and shall consult with the Commission on the steps necessary to assure that the change has no detrimental impact on the standard of operations under the Contract. If the Commission is not satisfied that no detriment will arise, the Operator shall take such steps as the Commission shall require to provide adequate assurances, and if the Commission is not thereby satisfied then the Commission may terminate the Contract.

15.6 Disputes Between Operators, Contractors and/or Service Providers. In the event of a dispute between operators, contractors and/or service providers of either Service Plaza as to their rights, under their respective contracts or agreements with the Commission, which they cannot satisfactorily resolve, the Operator agrees, in consideration of a like covenant contained in any agreement or contract between the Commission and the operators, contractors and/or service

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providers, to promptly request the Commission to act as sole arbiter of said dispute and to abide by the decision rendered by the Commission.

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

15.8 Drug-Free Workplace. The Operator 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 on the Commission's property, or abuse prescription drugs in any way.

15.9 Records Retention, Audits, and Inspection. The Operator 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 for review and/or audit upon request by the Commission at any time during the Contract period or for three (3) years from the date of final payment under the Contract, whichever is later.

15.10 Compliance with Law. The Operator agrees to comply with all applicable federal, state, and local laws and regulations, rules, orders, directives and authoritative case law 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, 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. Neither Operator or its employees shall be construed as employees of the Commission for purposes of the Public Employees Retirement System ("PERS"), Workers' Compensation, or for any other purpose. The scope of services and other obligations of the Operator do not in any way exclude, limit, or diminish its responsibility under the law. The Operator further covenants to secure, at its own expense, any and all licenses, permits and certificates of inspection required by law or by this Contract.

15.11 Certification of Compliance with Ohio Revised Code Sections 102.03, 102.04 and 3517.13. The Operator certifies by signing this Contract that it is aware of and in compliance with the Ethics provisions of Ohio Revised Code 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 affirm that, as applicable, no principal of the Operator 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 \$1,000.00 to the Governor or to his or her campaign committee.

15.12 Independent Contractor. The Contractor is an independent contractor with respect to all products, installations and services performed hereunder and accepts full and exclusive liability for the payment of all contributions or taxes for social security, unemployment insurance, or old

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age retirement benefits, pensions, or annuities now or later imposed under any State or Federal law and that are measured by the wages, salaries or other remuneration the Operator pays to persons employed for work performed under the terms of this Contract. Operator shall obey all rules and regulations which are now or hereafter issued or promulgated under those respective laws by and duly authorized State or Federal officials. The Operator shall indemnify and save harmless the Commission from any such contributions or taxes or liabilities. The Operator is solely responsible for withholding and payment of any Federal, State, or local income tax for which the Operator, its employees, agents, or subcontractors incur liability. It is understood that neither the Operator nor its employees are construed as employees of the Commission for the purpose of the Ohio Public Employees Retirement System (“OPERS”), Workers' Compensation, or for any other purpose.

15.13 Subcontractors. Except any subcontractors originally proposed and approved through the acceptance of the Operator’s Proposal, to which the Commission hereby consents, the Operator shall not sublet or assign to any subcontractor nor shall any other subcontractor commence performance of any part of its work or services included in this Contract without the prior written consent of the Commission. Subcontracting, if permitted, shall not relieve the Operator or its surety of any of their obligations under this Contract. The Operator shall be and remain solely responsible to the Commission for the acts or faults of its subcontractor(s) and of such subcontractors’ officers, agents, and employees.

15.14 Non-Exclusive Rights. Nothing in this Contract with the Operator shall preclude the Commission from acquiring other services similar to the services provided for in the Contract. However, it is the Commission’s intention that the Operator shall be the exclusive Fuel and Retail Operator throughout the term(s) of the Contract.

15.15 Publicity.

1. Any use of or reference to the Contract by the Operator 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.
2. Neither party may use the name or any data, pictures, or other representation of the other party in connection with any advertising or publicity materials or activities without the prior written consent of the other party.

15.16 Damage or Destruction to Premises. If Service Plaza premises or a portion thereof are rendered, in the Commission’s sole opinion, untenable for any reason, the Commission may at its sole discretion take either of the following actions, provided that the Commission shall notify Operator in writing of its decision within thirty (30) days of the occurrence of the damage or destruction:

- A. Suspend operations at the Service Plaza(s), including any payments due by the Operator pursuant to Article 3 of this Contract, until all necessary repairs are made.
- B. If the damage or destruction was caused by Operator, its employees, independent contractors, or agents, the Commission may direct the Operator to repair the premises or the damaged portion thereof, at the Operator’s sole cost.

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- C. The Operator shall be responsible for and shall reimburse the Commission for losses or costs incurred as a result of damage or destruction of the Service Plaza(s) arising out of, or related to, the Operator's use. The Commission shall have no liability for any loss or damage to the Service Plaza and the Operator shall look solely to its own resources, including insurance, to compensate it for any such loss, from such cause or damage.
- D. The Operator further agrees that the Commission shall not be liable for any inconvenience or annoyance to Operator or injury to Operator's business resulting in any way from damage or destruction of the Service Plaza(s), or the repairing or reconstruction done to remedy such damage or destruction.

15.17 Right of Entry. The Commission, through its officers, employees, agents, representatives and contractors, shall have the right at all reasonable times to enter upon the Operator's Areas of Responsibility for all reasonable purposes, including, without limitation, the following: for observing the performance by Operator of its obligations hereunder, for inspecting the premises and for doing any act or thing which the Commission may be obligated or have the right to do under this Contract or by virtue of the Commission's ownership of the property or otherwise. Nothing herein, however, shall be deemed to place any responsibility or liability upon the Commission for the safety or condition of the Areas of Responsibility which are solely the obligation of the Operator.

15.18 Insurance, Bonds, Injuries and Litigation. Upon the execution of the Contract, the Operator shall forward to the Commission certificates of insurance that evidence that the Commission is endorsed as an additional insured and that the Operator is the named insured on policies that conform with this section and are approved by the Commission. The required insurance policies shall be issued from a company or companies authorized to do business in the State of Ohio and which are rated A- or better by A.M. Best, and shall be maintained in full force and effect until the Contract has been fully and completely performed. The insurance policy or policies shall be primary and non-contributory and provide that in the event of cancellation or expiration of the policy, thirty (30) days advanced notice shall be given to the Commission as an additional insured. The insurance policy or policies shall protect the Operator and the Commission from liability and claims for damages for bodily injury, including wrongful death, personal and advertising liability and for damages to property caused by an accident arising from the Operator's performance of the Contract as follows:

- A. Commercial General Liability Insurance for liability and claims for damages for bodily injury, including wrongful death, personal advertising liability and for damages to property caused by an accident, including employer's liability, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. Coverage shall be on an occurrence form and include contractual liability, products liability, premises operations, liability for independent contractors and personal injury.
- B. Commercial Automobile Liability Insurance covering liability arising out of the ownership, maintenance or use of all owned, non-owned, and hired automobiles including mobile equipment in an amount of not less than a Combined Single Limit of \$1,000,000 for Bodily Injury and Property Damage.

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- C. Umbrella/Excess Liability Insurance Policy over primary Commercial General Liability and Commercial Automobile Liability in an amount not less than \$5,000,000 per occurrence and \$5,000,000 aggregate.
- D. Builder's Risk. The Operator shall also procure and maintain a Builder's Risk, Builder's Risk-Renovations, or Installation Floater insurance policy in the amount of all site construction and/or renovation work to be performed.
- E. Workers Compensation. The Operator shall also procure and maintain until the Contract has been fully and completely performed, Ohio Worker's Compensation Insurance covering all 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.
- F. Performance Bond. The Operator shall submit a performance bond in a form satisfactory to the Commission at the time of Contract execution. Said bond shall provide for payment to the Commission in the event said Operator fails to perform any of the terms and conditions of the Contract, at any time during the term thereof in an amount equal to [*estimated at \$1,700,000.00, but amount must be equal to 50% of the annual contract value based on the awarded proposal*], renewable annually. 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.
- G. Notice of Claim. Within twenty-four (24) hours after the occurrence of any accident 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 Operator is responsible, the Operator shall send written notice of the accident or event to the Commission's Director of Service Plaza Operations setting forth a full and precise statement of the facts regarding the accident or event. The Operator 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 Operator, or any agent, employee or representative of the Operator, arising in any manner from the performance of the Contract for either Service Plaza.

15.19 Indemnification.

- A. The Operator shall defend, indemnify and hold harmless the Commission, its Commission members, Executive Director, 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 where such liability is founded upon or grows out of, directly or indirectly, the negligent acts, errors, omissions, undertakings, representations or warranties of the Operator, its officers, employees, agents, independent contractors or subcontractors and:

- 1. is attributable in any manner to bodily injury, personal injury, sickness, disease, or death of any person, or to the injury to or damage or destruction of property;
or

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2. is the result from any claimed infringement of any copyright, patent or other intangible property right caused by the Operator, anyone directly or indirectly employed by the Operator or anyone for whose acts the Operator is legally liable; or
3. arises from or is related to any breach of this Contract by the Operator.

B. Application. This agreement to defend, indemnify and hold the Commission harmless shall survive the expiration or termination of this Contract. Nothing herein contained shall require the Operator to reimburse the Commission for acts or omissions caused by the sole negligence of the Commission. The Operator 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. Should the Commission elect to have the Operator defend one or more of the Indemnified Parties, the Commission shall have the right, but not the obligation, to appoint counsel and to be involved in decision-making as to that defense in all respects. The indemnity obligations of the Operator shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained by the Operator. It is the intent of the Commission by this Section to obtain rights to indemnification from the Operator that are to the maximum extent permitted by applicable law. If any term or condition of this Article exceeds what is permitted, then that term shall be read to provide indemnification to the limits of that applicable law.

15.20 Events of Default. Each of the following shall constitute an event of default by the Operator:

- A. If the Operator becomes insolvent, makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;
- B. If by order or decree of a court, the Operator is adjudged bankrupt or an order is made approving a petition filed by any creditors or, if Operator is a corporation, by any of the stockholders of Operator, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or any law or statute of the United States or of any state thereof;
- C. If a petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute is filed against the Operator and is not dismissed within ninety (90) days after the filing thereof;
- D. A receiver or trustee of all or substantially all of the property of the Operator is appointed upon a claim of insolvency and the said receiver or trustee is not discharged or ordered removed or his/her appointment otherwise stayed within ninety (90) days after his or her appointment;
- E. If any lien is filed against the Service Plaza(s) because of any act or omission of the Operator and is not released or discharged by obtaining a bond at Operator's sole expense and cost within twenty (20) days of the date that the lien is filed;
- F. If the Operator voluntarily abandons, deserts, vacates, or discontinues its Fuel and Retail operations;

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- G. In the event it shall be ascertained that any representations made in the Non-interest/Non-Collusion Affidavit are false;
- H. In the event it shall be ascertained that the Operator has violated the insurance and bonding requirements set forth in this Contract;
- I. In the event it shall be ascertained that the Operator has violated the requirements of Section 15.4, Assignment of Contract; Operator's Ownership, under this Contract.
- J. If the Operator fails duly and punctually to pay any monies required under this Contract to the Commission within twenty (20) days after written notice;
- K. In the event that the Operator shall refuse or fail to maintain the minimum staffing, hours of operation or product, service or pricing levels, or performance standards, or is found to have manipulated or misrepresented reporting of Fuel Sales and/or Gross Revenue, or fails to comply with applicable environmental regulations, or fails to perform any preapproved construction in its Areas of Responsibility; or,
- L. If the Operator fails to keep, perform and observe any obligation set forth in this Contract within five (5) days after receipt of notice of default from the Commission except where fulfillment of its obligation requires activity over a period of time, and Operator has commenced to perform to the satisfaction of the Commission whatever may be required for fulfillment within five (5) days after notice and continues such performance without interruption.

15.21 Remedies for Default. Upon occurrence of any Event of Default or any time thereafter during the continuance thereof, the Commission may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

- A. Upon five (5) days' notice, terminate this Contract.
- B. Without waiving any default, pay any sum required to be paid by the Operator to others than the Operator and which the Operator has failed to pay, and perform any obligation required to be performed by the Operator hereunder, and any amounts to be paid or expended by the Commission in fulfilling the obligations of Operator hereunder, including all interest, costs, damages, attorneys' fees and penalties, shall be repaid by the Operator to the Commission on demand with interest thereon at the rate of twelve percent (12%) per annum from the date of such payment or expenditure plus a twenty percent (20%) administrative fee.
- C. Sue for the collection of fees or other amounts for which Operator may be in default or for the performance of any other promise or Contract devolving upon Operator for performance or damage therefor, all without terminating this Contract or re-entering the possession of the Areas of Responsibility.
- D. Upon reasonable notice, re-enter and repossess the Areas of Responsibility, either with or without the institution of summary or any other legal proceedings or otherwise and without diminishing, excusing or altering in any way the obligations of Operator under this Contract.

15.22 Waiver. No waiver by the Commission at any time of any of the terms or conditions of this Contract shall be deemed or taken as a waiver at any time thereafter of the same or any other term or condition herein or of the strict and prompt performance thereof. No delay, failure or omission of the Commission to re-enter the Areas of Responsibility or to take or to exercise any right, power,

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privilege or option arising from any default, or subsequent acceptance of any fee or payment then or thereafter accrued shall impair or be construed to impair any such right, power, privilege or option to waive any such default or relinquishment thereof, or acquiescence therein and no notice by the Commission shall be required to restore or revive any option, right, power, remedy or privilege after waiver by the Commission of default in one or more instances. No waiver shall be valid against the Commission unless reduced to writing and signed by an officer of the Commission duly empowered to execute same.

15.23 Force Majeure. Subject to Section 3.1(C) above, 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, flood, 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.

15.24 Termination of the Contract. In addition to the termination upon five (5) days' notice after an Event of Default as provided above, the Commission may terminate this Contract for the following reasons:

- A. Termination Damage or Destruction. The Commission may terminate this Contract upon damage or destruction to the Areas of Responsibility or Service Plaza(s).
- B. Termination of Contract by Mutual Consent. The Commission and the Operator may mutually agree to terminate this Contract in writing on a date prior to the expiration of the Contract term.
- C. Unilateral Termination. The Commission may unilaterally terminate the Contract at any time for any reason by giving ninety (90) calendar days prior written notice to the Operator. If the Commission unilaterally terminates the Contract pursuant to this Section, the Commission shall be paid all revenue sharing payments and fees due to it from the Operator up to the termination date.

15.25 Surrender of Areas of Responsibility. The Operator agrees to yield and deliver peaceably to the Commission, possession of the Areas of Responsibility, promptly and in as good condition as received, ordinary and reasonable wear and tear excepted, on the date of cessation of this Contract, whether such cessation be by termination, expiration or otherwise.

- A. Removal of Property. Upon cessation of this Contract, the Operator shall forthwith and at its own expense remove all its personal property and equipment, provided, however, that no installed or extended utility lines shall be removed unless the Operator is directed to do so by the Commission. Upon any such removal, the Operator shall, at its sole expense, restore the Areas of Responsibility to the condition it was in prior to installation of any attachments installed by the Operator, normal wear and tear excepted, by repairing any damages to the premises caused or incurred, directly or indirectly, by the removal.
- B. Waiver. While the Commission acknowledges the Operator's right to litigate any issue with respect to this Contract, the Operator expressly waives any right in law or equity

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to withhold possession of the Areas of Responsibility after notice of termination as provided herein, and the Operator expressly waives any and all right to withhold surrender of possession.

15.26 PCI Compliance. The Operator shall be compliant with the current version of the Payment Card Industry Data Security Standards (“PCI DSS version 4.0.1”) and any amendments, revisions or future releases of the PCI DSS during the term of this Contract. The Operator 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 Operator will provide the Commission with a copy of QSAC issued AoC annually as proof of their compliance status. The Operator 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 16 – LAW AND DISPUTES

16.1 Governing Law. The Operator’s performance shall be in compliance with all applicable laws of the Federal Government of the United States of America and the laws of the State of Ohio. All duties of either party shall be deemed performable and performed in the State of Ohio. The applicable law for any legal disputes arising out of this Contract shall be the law of the State of Ohio, and the forum and venue for such disputes shall be in the courts in Cuyahoga County, Ohio.

16.2 Informal Dispute Resolution. At the written request of either party, the parties will attempt to resolve any dispute arising under, or relating to, the Contract through these informal means. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Contract. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceedings. Either party may declare an impasse after working in good faith toward a resolution. Either party may then pursue its other legal remedies as provided in this Contract and by applicable law.

16.3 Non-Performance Escalation Procedures. Notwithstanding the Informal Dispute Resolution process under Section 16.2 and subject to the right to cure, in the event that the Commission determines that the Operator is not performing in compliance with the agreed upon terms and conditions in this Contract, then the Commission shall have the right, but not the obligation, to, in the sequence shown: (a) formally notify the Operator of non-performance; (b) request a joint meeting to attempt to resolve the non-performance; (c) make a claim against the Operator’s performance bond; (d) commence suit in a court of competent jurisdiction; or (e) invoke the termination clause of this Contract.

16.4 Non-Compliance and Violations. Notwithstanding the provisions in Sections 16.2 and 16.3, the Commission may, at its sole option, address non-compliance and violations of this Contract by Operator under the following provisions:

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A. Noncompliance/Commission’s Objections. The Commission’s authorized representative(s) shall have the right to make reasonable objections to the Operator’s failure to create and maintain first-class Fuel and Retail Operations at the Service Plaza as provided in the Scope of Services and Requirements and to operate its business in a manner deemed satisfactory by the Commission. The Operator’s agrees to promptly discontinue or remedy any objectionable practice or condition within the cure period stated in any written notice issued by the Commission.

B. Cumulative or Continuous Violations. Should the Operator fail to comply with the Scope of Services and Requirements under the Contract, the Commission may place the Operator on notice to cure said violation or violations without declaring the violation an Event of Default, and in addition, collect liquidated damages as provided below. With each notice, whether verbal or in writing, the Operator will be given a cure period in which to remedy the violation without further consequence. Except for a request for financial records by an authorized representative of the Commission, in which case the failure to produce the records within the time period allowed will trigger the imposition of liquidated damages, the Operator will be allowed two written notices cumulatively in each calendar year before imposition of liquidated damages. Beginning with the third written notice, and any written notices thereafter, liquidated damages may be assessed should the Operator fail to remedy the violation before the expiration of the cure period.

Operator’s Performance Obligations	
Form of Notice	Consequence
Pre-Written Notice (Memorialized)	Documented Verbal Notification issued to Operator (designated cure period allowed)
1 st Written Notice	1st written notice issued by Commission to Operator (1 st cure period allowed).
2 nd Written Notice	2nd written notice issued by Commission to Operator (2nd cure period allowed). After the 1 st cure period, the Parties hereby agree that under the current circumstances a reasonable estimate of damages is One Hundred Dollars (\$100) per day per infraction for each whole or partial day until the violation is cured.
3 rd Written Notice	3rd written notice and thereafter Final written notice by Commission to Operator (upon expiration of 2nd cure period). After the 2 nd cure period, the Parties hereby agree that under the current circumstances a reasonable estimate of damages is Two Hundred and Fifty Dollars (\$250) per day per infraction for each whole or partial day until the violation is cured.
Consequential Damages for Non-Operation of Fuel and Retail	Calculated (loss of) Revenue Sharing Fees, Capital Improvement caused by non-operation of fuel and retail per agreed upon operating hours. To be invoiced monthly, per occurrence.

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- C. Definitions: For the purposes of this Article 19 only, the following definitions shall apply:
1. Cure Period: An amount of time required to become compliant with the Contract for violations stated in pre-written or written notices issued by the Commission to the Operator, either as mutually agreed between Commission and the Operator or in Commission's sole reasonable judgment taking into account the specific circumstances of the violation or violations and/or time allowed under previous verbal and written notices concerning the same or similar violations.
 2. Pre-written Notice(s): Documented verbal notifications of a violation at the Operator's Units or Areas of Responsibility delivered by the Commission to the Operator's ownership, management or its premises on-site management or staff. Pre-written notices may be in person or via telephone, but a record shall be memorialized in documented form.
 3. Written Notice: Notice of a violation at the premises delivered by the Commission to the Operator's ownership, management or its premises on-site management or staff via letter, email or by some other form as may be adopted from time to time by the Commission and delivered to the Operator at the notice address for the Operator specified in the Contract.
 4. Liquidated Damages: Operator's failure to adhere to the operating and performance requirements set forth in the Contract are reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall business of the Fuel Stations and C-Stores and reduce the amount of revenue to be paid to the Commission. Additionally, Commission resources will be expended in dealing with violations of the Contract by the Operator. The Parties hereby agree that total damages sustained by the Commission for violations of the Contract could be significant but would be difficult to determine and to track. Therefore, the liquidated damages stated in the Contract for violation of the Operator's operating performance obligations are agreed to between the Operator and the Commission to be reasonable amounts and reasonable estimates of the loss anticipated to be suffered or incurred by the Commission. The Operator, therefore, hereby agrees that imposition of these liquidated damages is fair and reasonable, and Operator agrees to pay to the Commission as an additional fee the specified liquidated damage amounts immediately upon demand by the Commission. Liquidated damages stated in the Contract shall continue for each full and each partial day for which the violation remains uncured.
 5. Consequential Damages: Non-Operation of Fuel and Retail Operations; Operator's failure to adhere to the agreed upon operating hours requirements set forth in the Contract are reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall business of the Fuel Stations and C-Stores and reduce the amount of revenue to be paid to the Commission. Additionally, Commission resources will be expended in dealing with violations of this Contract by the Operator. The Parties hereby agree that consequential damages sustained by the Commission for violations of the Contract could be significant. Therefore, the consequential damages stated in the Contract for violation of Operator's operating hours obligations are agreed to between the Operator and the Commission to be reasonable amounts estimated using historical data of the loss anticipated to be suffered or incurred by the Commission to include revenue sharing and capital investment. The Operator, therefore, hereby agrees that imposition of these consequential damages is fair and reasonable, and the Operator agrees to pay to the Commission as an additional fee the specified amounts immediately upon invoice by the

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Commission. Consequential damages stated in this Contract shall accrue for each full month for which the violations occur stated in the provisions of this Contract or in any third and subsequent written notices as provided above.

D. Remedies Non-Exclusive. The Commission reserves the right, in the Executive Director’s sole and absolute discretion, not to impose Liquidated and/or Consequential Damages and instead to seek any other remedy available to the Commission as an Event of Default under Section 15.20, including termination of the Contract. The remedies provided in this Section are in addition to all other rights and remedies that the Commission may have for a breach or violation of the Contract. Nothing in this Section shall be deemed to be a waiver by the Commission of any breach or violation of the Contract, nor shall imposition of any of these sanctions be deemed to stop the Commission from terminating the Contract or from asserting any other of its other rights or remedies under the Contract, or at law or in equity. If any or all of these sanctions are found to be unenforceable, then the unenforceable sanction(s) will be discontinued, but the violations shall continue to be immediately covered by Section 16.4 of this Contract.

E. Public Records Act. The Operator acknowledges and agrees that as a political subdivision, the Commission is subject to the requirements of the Ohio Revised Code and other laws related to the keeping and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules affecting any and all manner of communication with the Commission and any and all documents in any format or media. In the event the Operator considers any portion of any record provided, or to be provided, to the Commission to be exempt from the Public Records Act under Ohio law, through a trade secret exemption or otherwise, Operator shall conspicuously identify each such portion as “CONFIDENTIAL: TRADE SECRET” OR “EXEMPT FROM DISCLOSURE” and shall specifically state the legal reason, including citation to the applicable section under the Ohio Public Records Act. The Commission agrees to use its best efforts to withhold the information marked by Operator as “CONFIDENTIAL: TRADE SECRET” or “EXEMPT FROM DISCLOSURE” from public information, and Operator agrees to defend and indemnify the Commission from all costs and expenses, including reasonable attorneys’ fees, in any action or liability arising under the Public Records Act, with respect to such withholding. This item shall survive the termination of this Agreement.

ARTICLE 17 – MISCELLANEOUS

17.1 Notices. All notices given pursuant to this Contract shall be communicated in writing by: (a) hand delivery; (b) Certified U.S. Mail; (c) facsimile transmission; (d) National Overnight Courier; or (e) electronic mail; and shall be deemed given upon actual receipt to the following addresses:

In the case of the Commission:	with a copy to:
Ohio Turnpike and Infrastructure Commission Director of Service Plaza Operations 682 Prospect Street Berea, Ohio 44017	Ohio Turnpike and Infrastructure Commission General Counsel 682 Prospect Street Berea, Ohio 44017

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Telephone: (440) 971-2042 andrew.herberger@ohioturnpike.org	Telephone: (440) 971-2003 jennifer.rieker@ohioturnpike.org
In the case of the Fuel and Retail Operator:	with a copy to:

17.2 Entire Agreement. This Contract embodies the entire understanding of the Commission and the Operator regarding the subject matter of this Contract. This Contract supersedes all prior Contracts between the parties respecting the subject matter of this Contract, both written and unwritten, and constitutes the entire Contract between the parties as of the Effective Date. Any provisions of prior contracts which conflict in any manner with the provisions of this Contract are hereby specifically declared void and of no effect.

17.3 Reasonable Behavior. Each party will act in good faith in the performance of its respective responsibilities under the Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract.

17.4 Acts of the Commission. Any act to be performed under the Contract by the “Commission” may be performed by the Executive Director or by such of its employees or such other persons, corporations or firms as the Executive Director may designate. “Executive Director” when used herein, shall refer to the Executive Director of the Commission and include the Director of Service Plaza Operations.

17.5 Construction of Terms and Words. All terms and words used in this Contract, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other general, masculine, feminine or neuter, as the context or sense of this Contract or any paragraph or clause herein may require, the same as if such words have been fully and properly written in the number and gender.

17.6 Headings. The headings of Articles and Paragraphs used in this Contract are for reference only and in no way define, limit, or describe the scope or intent of any provision of this Contract.

17.7 Representations or Warranties. The Operator agrees that no representation or warranties of any type shall be binding upon the Commission, unless expressly authorized in this Contract.

17.8 Amendments. This Contract shall not be changed, modified, discharged, or extended except by written instrument executed by both parties pursuant to the laws of the State of Ohio.

17.9 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

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under the Contract shall be brought only in the courts in Cuyahoga County, State of Ohio, and the Operator hereby irrevocably consents to such jurisdiction.

17.10 Severability. If any term or provision of this Contract is held invalid, illegal, or unenforceable by any court of competent jurisdiction, the invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract. This Contract shall be interpreted and construed in a manner to preserve the intent of the parties and as if such term or provision, to the extent it has been held invalid, illegal, or unenforceable, had never been contained herein.

17.11 No Partnership or Joint Venture. Nothing contained in this Contract shall be deemed to constitute the Commission and the Operator as partners in a partnership or joint venture for any purpose whatsoever, and nothing in this Contract shall be construed to create any third-party beneficiaries under this Contract.

17.12 Non-Collusion. The Operator 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 the performance of services required to be performed under this Contract. The Operator further covenants that no person having any such interest shall be employed in the performance of this Contract.

17.13 Binding Nature of Contract. This Contract shall be binding on the Operator and the Commission, their successors and assigns, in respect to all respective covenants and obligations contained in this Contract, but the Contract may not be assigned by the Operator without the prior written consent of the Commission.

17.14 Authority to Execute Contract. The undersigned representatives for the parties represent and warrant to have full and complete authority to execute the Contract on behalf of their respective entities. This representation and warranty are made for the purpose of inducing the other party to execute the Contract.

17.15 Electronic Signatures. Signatures transmitted by facsimile and by e-mail or other electronic means (e.g., such as DocuSign or transmitting to upload to a cloud account) shall be considered original signatures.

17.16 Human Trafficking Training. The Commission is a member of The Ohio Human Trafficking Task Force, which assists in implementing strategic and comprehensive strategies to effectively combat human trafficking by partnering with local anti-trafficking coalitions, law enforcement task forces, the courts, federal partners, and others to build a more coordinated and holistic state-level response to the crime of human trafficking. In furtherance of this work, the Commission encourages Operator to train its employees about human trafficking, including how to look for signs of human trafficking and how to report allegations of human trafficking. Upon request, the Commission will provide information and resources for this purpose.

17.17 Affirmations Regarding Expenditure of Public Funds Offshore.

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- A. Executive Order 2019-12D - Governing the Expenditure of Public Funds for Offshore Services - PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. This Executive Order was signed on March 4, 2019, and will automatically expire ten (10) calendar days after Governor DeWine's last day as Governor of Ohio unless rescinded before then. The Commission shall not enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. The Firm must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Firm understands and will meet the requirements of the above prohibition. During the performance of the Contract, if any award is made, if the Firm changes the location(s) disclosed on the Affirmation and Disclosure Form, the Firm must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.
- B. Executive Order 2022-02D - State of Ohio's Response to Russia's Unjust War on the Country of Ukraine - PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. This Executive Order was issued on March 3, 2022, and will remain in effect unless rescinded or modified by a future Executive Order of the Governor. The Commission will not enter into any contract to purchase services provided outside of the United States or that allows Commission data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of the Contract, the Commission reserves the right to recover any funds paid for services the Firm performs outside of the United States for which it did not receive a waiver. The Commission will not waive any other rights and remedies provided to the State or Commission in a Contract. The Commission will not make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of the Contract, the Commission reserves the right to recover any funds paid to the Firm for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective. The Firm must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Firm understands and will meet the requirements of the above prohibition. During the performance of the Contract, if any award is made, if the Firm changes the location(s) disclosed on the Affirmation and Disclosure Form, Firm must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

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INTENDING TO BE LEGALLY BOUND, the parties have hereto set their respective hands on the day and year last written below and have executed the foregoing Contract.

IN WITNESS WHEREOF, the Commission and the Contractor have executed this Contract as of the date last written below.

OPERATOR

**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

By: _____

By: _____

Ferzan M. Ahmed, P.E.,
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Jennifer Monty Rieker
General Counsel

