

## Legal Agreement Cover Sheet

TRACKING NUMBER	CONTRACT CREATOR OR DESIGNEE	DIVISION
<b>2023-207</b>	<b>Sally Nunez/Demitri Johnson</b>	<b>BSVI/OOD</b>

CONTRACTOR/GRANTEE/OUTSIDE PARTY
<b>Ohio Dept of Transportation</b>

Start Date	End Date	Dollar Amount
<b>7/1/2023</b>	<b>6/30/2025</b>	<b>\$0</b>

<b>Description/Explanation of Agreement</b>
<b>BGA between ODOT and OOD for the continued services under the BE program at the state rest areas.</b>

### PRE-APPROVAL GRID

**For OOD Use Only**

	Contract #	Fiscal	Legal	DD	AAPV	STD AF&DSC	MBE EDGE	Term
Initials		<b>PL</b>	<b>DJ</b>	<b>GD</b>				
Date		<b>6/16/23</b>	<b>6/21/23</b>	<b>6/16/23</b>				
Funding Source: <input type="checkbox"/> GRF <input type="checkbox"/> Fed. <input type="checkbox"/> Other (Please Specify):								

Bureau-Grantor Agreement  
Between  
Opportunities for Ohioans with Disabilities Agency  
And  
Ohio Department of Transportation

THIS AGREEMENT is made and entered into effective upon full execution by and between Opportunities for Ohioans with Disabilities/Bureau of Services for the Visually Impaired Business Enterprise Program (hereinafter "OOD/BSVI"), 150 E. Campus View Blvd., Ste. 300, Columbus Ohio, 43235 and the Ohio Department of Transportation (hereinafter "ODOT") Statewide Facilities Operations, 1980 W. Broad St., Columbus, Ohio 43223.

In consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree to each as follows:

ARTICLE I: DEFINITIONS

- 1.1 Licensed Blind Operator – A properly licensed and trained vending machine blind operator with OOD/BSVI
- 1.2 Commercial Vendor – A corporation, firm, or person other than a Licensed Blind Operator who enters into a contract with OOD/BSVI to operate and maintain vending machines. All applicable provisions of this Agreement and appropriate Federal and State law shall apply to any such operations by a commercial vendor.
- 1.3 Vending Machines – A coin or currency operated machine capable of automatically dispensing an article or product.
- 1.4 Vending Services – Includes providing goods sold via vending machines to include but not limited to snack, candy, cold and hot beverage and refrigerated food vending machine services.
- 1.5 Kennelly (interstate rest areas) – Primary Rest Area sites with temperature-controlled vending services either within the motorist services building itself or in a separate, detached and dedicated vending services building.
- 1.6 Vending Enclosures – Secondary Rest Area sites with vending services outside the temperature-controlled motorist services building in covered removable enclosures owned by OOD/BSVI.
- 1.7 Secondary Rest Area/Wood Flush – Rest Area sites with vending services outside the temperature-controlled motorist services building under an open roof structure that is connected to the motorist services building.

- 1.8 Offices/Garages – Any other regularly occupied ODOT facility including Central Office, District Headquarters and Full Service County locations. See Appendix A.

ARTICLE II: NATURE OF CONTRACT

- 2.1 Pursuant to Ohio Revised Code (“O.R.C.”) §3304.28 et seq., and Ohio Administrative Code (“O.A.C.”) §3304:1-21-01 et seq., OOD/BSVI has determined that certain vending specified in this Agreement constitutes a suitable vending facility on governmental property and is subject to a statutory priority granted to OOD/BSVI. OOD/BSVI exercises this priority to provide Vending Services as more fully described in Article III of this Agreement.
- 2.2 ODOT understands and acknowledges that the Vending Services may be assigned by OOD/BSVI to Licensed Blind Operator from the Business Enterprise Program (“BEP”), but in all cases, OOD/BSVI shall be solely responsible to ensure that the Vending Services under this Agreement are performed. ODOT shall not hire, supervise, or pay any Licensed Blind Operator(s) or Commercial Vendor(s) performing services under this Agreement and no legal relationship is created pursuant to this Agreement between ODOT and any individual operator.
- 2.3 OOD/BSVI shall be responsible for providing all vending equipment, and other supplies necessary to complete the work under this Agreement, except as may be otherwise stated within this Agreement. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party’s prior written consent.
- 2.4 OOD/BSVI shall retain ownership of all vending machines and vending equipment it installs or causes to be installed. ODOT shall retain ownership of all ODOT owned structures, equipment, and utilities.
- 2.5 Care, maintenance and control of rest areas and all roads, sidewalks, or public picnic areas, restrooms, Kennelly structures, except vending enclosures owned by OOD/BSVI, or parking areas contained therein are not areas of responsibility relating to OOD/BSVI and that ODOT shall maintain them according to its rules and policies. Nothing in this agreement shall be deemed to impose on OOD/BSVI any responsibility of ODOT associated with its rest area operations except as expressly stated herein.
- 2.6 OOD/BSVI agrees to comply with all applicable federal, state, and local laws in performing Vending Services under this Agreement. OOD/BSVI and its assigned Licensed Blind Operator(s) and/or Commercial Vendor(s) will also comply with all facility security policies.

ARTICLE III: SCOPE OF SERVICES

3.1 OOD/BSVI Shall:

- 3.1.1 Assign a Licensed Blind Operator(s) and/or Commercial Vendor(s) to provide Vending Services to ODOT at the locations described in Appendix A and B which is attached and incorporated into this Agreement.
- 3.1.2 At its cost, provide, install, maintain, clean, and service the vending machines at the specified vending locations as agreed on by OOD/BSVI and ODOT. It is expressly understood that ODOT shall not perform maintenance or repair on any vending machine owned or serviced by OOD/BSVI. Vending equipment shall always remain the property of OOD/BSVI.
- 3.1.3 Any damage to ODOT property caused by OOD/BSVI shall be repaired or replaced, after review and acceptance of proposed work by ODOT, by OOD/BSVI at their sole expense.
- 3.1.4 Ensure that all its vending machines:
  - 3.1.4.1 That are purchased after execution of this agreement meet applicable ADA compliance standards and Energy Star specifications,
  - 3.1.4.2 Are in operation twenty-four (24) hours per day, seven (7) days a week; and,
  - 3.1.4.3 Bear conspicuous identification tags with a number unique to each machine.
- 3.1.5 Ensure that all Vending Services performed are in a courteous and professional manner. Examples of such standards shall include, but are not limited to, the following:
  - 3.1.5.1 Keeping vending machines appropriately stocked when the buildings are open, and providing all management and labor necessary for the efficient performance of the services,
  - 3.1.5.2 Adhering to the highest standards of cleanliness and sanitary practices, ensuring that machines are clean both on the interior and exterior,
  - 3.1.5.3 Removing and/or recycling trash resulting from the servicing and cleaning of vending machines to appropriate trash areas,
  - 3.1.5.4 Ensure all ODOT policies with respect to conduct, parking, and traffic regulations, and for those providing Vending Services to rest stops, are observed and follow the Rules for Control and Use

of Rest Areas and Roadside Parks as identified in O.A.C. §5501:2-4-01, and

- 3.1.5.5 Ensure that the assigned Licensed Blind Operator(s) and/or Commercial Vendor(s) and their personnel are neat and clean in appearance and always conduct themselves in a professional manner.
- 3.1.6 Maintain at its cost all vending machines in proper working condition, acknowledging malfunctions and other non-operative conditions within a maximum of seventy-two (72) hours after being notified by ODOT and/or customers. Repairs or other issues will be resolved as soon as practicable.
- 3.1.7 At its own cost, ensure all vending locations conspicuously display professionally produced signage with current instructions informing customers of the procedure necessary to report issues, complaints and/or request a refund.
- 3.1.8 Ensure that the assigned Licensed Blind Operator(s) and/or Commercial Vendor(s) acknowledge ODOT and customer issues and complaints within seventy-two (72) hours of receiving the inquiries and complaints. Issues and complaints may include, but are not limited to, contracts, service issues, customer refunds, machine moves, and parking concerns.
- 3.1.9 Ensure that the assigned Licensed Blind Operator(s) and/or Commercial Vendor(s) keeps and maintains current all necessary licenses, permits and other foodservice licenses required by law. Such licenses and permits will be posted within the foodservice area in a prominent area as may be required by law.
- 3.1.10 Require its Commercial Vendor(s) and Licensed Blind Operator(s) to provide adequate personnel to maintain the vending machines and equipment. ODOT shall be notified in advance of any extraordinary maintenance activity. This shall not apply under emergency conditions when there is a clear and present danger to the public, or when such danger is imminent. Under such emergency conditions, OOD/BSVI shall require its Commercial Vendor(s) and Licensed Blind Operator(s) to implement immediate corrective measures. Notification to ODOT shall be as soon as practicable thereafter.
- 3.1.11 Permit ODOT, in situations where any machine or vending enclosure becomes, or is in danger of becoming, a clear and present danger to the public, and the commercial vendor(s) or Licensed Blind Operator(s) are unavailable, the immediate ability to remedy the danger. OOD/BSVI shall reimburse ODOT and require its Commercial Vendor(s) to reimburse ODOT, for all costs associated with this action(s). OOD/BSVI may allow its Commercial Vendor(s) and Licensed

Blind Operator(s) to pursue any insurance claims that may be appropriate.

- 3.1.12 Provide, or cause to be provided, copies of any keys or lock combinations required to access any secured areas occupied by Commercial Vendor(s) or Licensed Blind Operator(s) to ODOT authorized representatives when requested. Authorized representatives of ODOT shall always have the full right of access to all vending facility areas.
- 3.1.13 Ensure that vending machines dispense fresh products such as, but not limited to, snacks, candies, pastries, beverages, sundry, and other vending items approved for individual sale as evidenced by a bar code and or a sell by date on the product. Expired items shall not be stocked in machines and shall be removed on notice. OOD/BSVI, the Licensed Blind Operator(s) and Commercial Vendor(s), and ODOT will work together to resolve any issues that are related to this matter. Any proposed additional goods to be sold shall be approved jointly by ODOT and OOD/BSVI.
- 3.1.14 Adhere to the Following Commercial Vendor Requirements:
  - 3.1.14.1 Prepare a Request for Proposal (RFP) seeking a Commercial Vendor to provide beverages to any location which will not be directly serviced by a Licensed Blind Operator(s).
    - 3.1.14.1.1 In its contract, the successful Commercial Vendor(s) shall hold harmless and protect OOD/BSVI and ODOT, their employees, representatives, and agents from all claims for damages for financial loss or personal injury and wrongful death as to third parties, including such claims for damages resulting in any manner from products supplied by the Commercial Vendor or suppliers under their respective contracts and from any claims for damages to property, to the extent provided by law.
    - 3.1.14.1.2 In its contract, the successful Commercial Vendor(s) shall indemnify OOD/BSVI and ODOT for the payments of any loss, legal costs, and charges, inclusive of legal fees, incurred or expended in or about the prosecution or defense of any suit or other proceeding arising from the matters to be performed under its respective contract(s) for which such Commercial Vendor(s) is primarily responsible.
    - 3.1.14.1.3 In its contract, require that the successful Commercial Vendor(s) be considered independent

contractors of the State of Ohio and require such Commercial Vendor(s) to comply with all federal, state, and local laws including, but not limited to, all Workers' Compensation laws and social security taxes.

3.1.14.1.4 In its contract, require that the successful Commercial Vendor(s) pay quarterly utility fees of \$0.50 per machine, per day for all locations operated by Commercial Vendor(s). At the end of each quarter, OOD/BSVI shall transfer the total amount collected to ODOT through an Inter-State Transfer Voucher. Prior to rebidding a new commercial vendor contract, a discussion of this fee with ODOT and OOD/BSVI shall occur. Any changes to the Commercial Vendor(s) contract will be negotiated into this Agreement.

3.1.14.2 Require its Commercial Vendor(s) to bear full responsibility for any loss or damage to all vending equipment owned by the commercial vendor, money, or property due to vandalism or theft. OOD/BSVI shall bear full responsibility for any loss or damage to all vending equipment owned by the OOD/BSVI Business Enterprise Program.

3.1.15 When ODOT requests new vending services for additional/new sites, ODOT shall contact the BE Program Manager and request a site assessment. OOD/BSVI will determine with active participation with local selection panel per OAC Rule 3304-1-21-11(N) if the opportunity will be accepted or if a waiver will be provided.

3.2 Develop and report quarterly to ODOT, a comprehensive list of ODOT locations serviced with Commercial Vendor(s) and/or Licensed Blind Operator(s) with contact name, number and email address, number of machines in operation, and respective fees paid to ODOT. ODOT shall:

3.2.1 Grant OOD/BSVI pursuant to law, exclusive rights to operate Vending Services on ODOT premises listed in Appendix A and B, either through a Licensed Blind Operator(s), or through award to a Commercial Vendor(s). The type and location of vending machines on the premises of ODOT shall be jointly agreed upon. Additional ODOT locations may be added to this Agreement by written addendum if both parties agree.

3.2.2 Provide current utilities necessary to operate vending equipment and provide climate control as may be necessary for the efficient and effective operation of the vending machines operated by OOD/BSVI. All future utility and infrastructure needed above and beyond those in place at the

execution of this Agreement shall be discussed between the Parties based on Federal Regulations and allowable use of funds.

3.2.3 Provide notice to OOD/BSVI of modifications to the locations if, at any time after the structure and/or vending machines are installed at a location, the Director or their designee determines that the structure and/or vending machines must be:

3.2.3.1 Removed for Operational Needs: ODOT shall notify OOD/BSVI in writing as soon as practical. If notified of such need for removal, OOD/BSVI shall take necessary steps to remove or require its Maintenance and Repair Vendors or Commercial Vendor(s) to remove, the vending machines in a timely fashion at the expense of OOD/BSVI or its Commercial Vendor(s).

3.2.3.2 Temporary Closures: ODOT may, at its discretion, temporarily close any location listed in Appendix A and B, to the traveling public. ODOT shall provide OOD/BSVI with thirty (30) days, or as soon as practicable, prior notice. OOD/BSVI, the Commercial Vendor(s) and/or Licensed Blind Operator(s) shall be responsible for the removal of any vending equipment at their own expense. ODOT shall not be liable for any lost income to OOD/BSVI, its Commercial Vendor(s) or Licensed Blind Operator(s) during the temporary closure of the location.

3.2.3.3 Permanent Closure: ODOT may, at its discretion, permanently close any location listed in Appendix A and B. ODOT shall provide OOD/BSVI with a minimum of 120 days, or as soon as practicable, advance notice of any permanent closure. OOD/BSVI shall be responsible for, and shall cause the Commercial Vendor(s), to remove any vending equipment, at its own expense and as directed by ODOT. ODOT shall not be liable for any lost income to OOD/BSVI, its Commercial Vendor(s) or Licensed Blind Operator(s) caused by the permanent closure of the location.

3.2.4 Provide the following facility conditions at no cost to OOD/BSVI as documented in the cooperative report required in Section 3.3.3:

3.2.4.1 Space for the current quantity of machines identified.

3.2.4.2 Current storage spaces and their climate control conditions, accessible to Licensed Blind Operator(s) and Commercial Vendor(s) for the storage of vending products, supplies, and small replacement parts.



- 3.2.4.3 Parking for the Licensed Blind Operator(s) and Commercial Vender(s) to use when servicing the site(s).
- 3.2.4.4 Receptacles for the removal of garbage/recyclable materials generated by the assigned operator(s) from operations at ODOT.
- 3.2.4.5 Provide the policies referenced in this agreement upon request, and any revisions to subject policies a minimum of thirty (30) days prior or as soon as practicable to implementation.
- 3.2.4.6 Provide, or cause to be provided, two sets of keys for ODOT-provided vending storage area.
- 3.2.4.7 ODOT shall ensure that any ODOT staff or third parties performing janitorial services shall not unduly restrict the traveling public or any Licenses Blind Operator(s) from accessing the vending machines during or after cleaning the nearby areas.

3.2.5 Future/Replacement Site Design Maximum Standards:

ODOT shall provide the spaces identified below at no cost to OOD/BSVI:

- 3.2.5.1 For newly developed Kennelly Sites: ODOT will allow for a maximum of six (6) vending machines contained within a maximum of twenty-six (26) lineal feet of space with a maximum depth of forty-two (42) inches to the front of the vending equipment with electrical connections for the maximum number of machines along with one (1) water connection point from the building water service. Secured and temperature-controlled storage space not exceeding sixty (60) square feet total. OOD/BSVI and ODOT will discuss how to address the need based on data available to both parties.
- 3.2.5.2 For newly developed Secondary Rest Area Sites: ODOT will allow for a maximum of two (2) vending machines contained within a maximum of eight (8) lineal feet of space with a maximum depth of forty-two (42) inches to the front of the vending equipment with electrical connections for the maximum number of machines along with one (1) water connection point from the building water service. Secured and temperature-controlled storage space not exceeding ten (10) square feet total. If two (2) vending machines are not sufficient for the traveling public; OOD/BSVI and ODOT will discuss how to address the need based on data available to both parties.

3.2.5.3 When replacing highway signage indicating that rest areas are ahead, ODOT will reach out to OOD/BSVI to inquire if additional signage stating vending ahead should also be included. OOD/BSVI will reimburse ODOT for the cost of the signage and their installation.

3.3 OOD/BSVI and ODOT shall:

3.3.1 Jointly take appropriate measures to maintain the security of the premises, equipment, and inventories assigned to or owned by OOD/BSVI. Each party shall accept and be responsible for its own acts or omissions, as well as those of its employees discharging its obligations under this agreement. Nothing in this agreement shall be interpreted or construed to place any responsibility for acts or omissions of one party or its employees onto the other party. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, punitive damages, or lost profits.

3.3.1.1 The Licensed Blind Operator(s) may purchase and install, with the required permits, at their expense, security camera(s) to ensure increased security of the equipment and inventories at locations that do not contain security cameras.

3.3.2 Establish identified representatives to facilitate communication to effectively resolve issues or complaints raised by ODOT, the Licensed Blind Operator(s) and Commercial Vendor(s), customers, or OOD/BSVI. When applicable, OOD/BSVI will use methods of correction as established in O.A.C. §3304:1-21 et seq. to remedy a complaint.

3.3.3 On execution of this agreement, OOD/BSVI and ODOT shall cooperatively document the designated vending and storage locations, current and maximum quantity of machines permitted at each facility with the current utility infrastructure servicing the machines identified in sufficient detail. The subsequent report shall become the comprehensive inventory for vending services provided by this agreement.

3.3.4 ODOT may report any lapse in service by the Licensed Blind Operator(s) and Commercial Vendor(s) to OOD/BSVI along with any documentation. OOD/BSVI will track service issues and promptly respond to ensure suitable service is being provided, including but not limited to, providing fresh product, restocking products to fulfill demand, and ensuring proper machine functionality.

3.3.5 Work cooperatively to determine the type of utility services needed for each existing vending facility. If new utility services are needed, ODOT shall be responsible for the cost of installing the new service and shall cause the new utility service provider to seek a permit to occupy

ODOT property from the applicable ODOT District Office prior to any new installation. ODOT will seek reimbursement from OOD/BSVI for the cost of installing modified or additional electric or water utility service.

- 3.3.6 Work cooperatively to ensure that Licensed Blind Operator(s) and Commercial Vendor(s) operate free of competition by non-OOD/BSVI vendors selling, giving away, asking for donations, or otherwise providing like products on ODOT property where OOD/BSVI provides Vending Services. The only exception is for organizations who obtain a permit from ODOT districts in agreement with OOD/BSVI to dispense free coffee or similar items pursuant to O.R.C. §5515.07.

ARTICLE IV: TIME OF PERFORMANCE

- 4.1 The Vending Services as stated in this Agreement shall commence on the date of the last signature hereto and expire on June 30, 2025, unless sooner terminated as stated herein. The Parties shall have the right to request renewal of this agreement, under the same terms and conditions, or as modified. Requests for renewal shall be made by the Parties not later than ninety (90) days prior to the end of the term. The term of any subsequent renewal(s) of this agreement shall align with the State fiscal biennium.
- 4.2 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of O.R.C. §3517.13, O.R.C. §127.16, or O.R.C. Chapter 102.

ARTICLE V: FISCAL

There shall be no exchange of funds between ODOT and OOD/BSVI, or its Licensed Blind Operator(s) under this Agreement except of utility payments from third party commercial vendor as outlined in this Agreement. Compensation to vending operators is strictly derived from vending machine sales and consistent with the rules and regulations of OOD/BSVI BE program.

ARTICLE VI: TERMINATION

- 6.1 Either party may terminate this agreement without cause by providing written notice thirty (30) days before the desired termination date. Notwithstanding this provision, priority vending rights established by O.R.C. §3304.33 and §3304.34 would continue to the extent rights are applicable.
- 6.2 If either OOD/BSVI or ODOT does not meet a material obligation set forth herein, the non-breaching party shall provide the other party with a written notice to cure within fourteen (14) days of identification of said breach. If the breaching party does not correct the material breach within thirty (30) days of the date such

notice is issued, the non-breaching party shall have the immediate right to terminate its obligations under this Agreement without penalty.

- 6.3 Actions or inactions of the Licensed Blind Operator(s) and his or her employee(s) constituting a breach shall not detrimentally impact other Licensed Blind Operator(s) and his or her employee(s) providing compliant Vending Services at other ODOT facilities and sites who operate under this Agreement.
- 6.4 In the event of termination of the Agreement for any cause, OOD/BSVI and any Commercial Vendor shall retain title to the vending machines and their contents. ODOT shall retain title to all structures and fixtures.

ARTICLE VII: INSURANCE

OOD/BSVI shall require its Licensed Blind Operator(s) and Commercial Vendor(s) to obtain and maintain the minimum insurance coverages set below. By requiring such minimum insurance, ODOT shall not be deemed or construed to have assessed the risk that may be applicable to either the operator or OOD/BSVI. Vendor and OOD/BSVI shall assess its own risks and, if deemed appropriate and/or prudent, maintain higher limits and/or broader coverage per the Ohio Department of Administrative Services (DAS) standards. Any updates or changes to the DAS standards will be incorporated by reference in this Agreement. OOD/BSVI Licensed Blind Operator's insurance shall be primary and any excess or vicarious liability for which OOD/BSVI may be legally liable shall be determined in the Ohio Court of Claims, pursuant to O.R.C. §2743.02. Except for workers' compensation, all required policies shall be endorsed with a blanket waiver of subrogation.

Coverages and Limits

Commercial General Liability:

General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000
Each Occurrence limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Medical Payment (any one person)	\$5,000

Workers' Compensation:

Coverage A (Workers Compensation)	Statutory
-----------------------------------	-----------

Such insurance shall be written by a company or companies authorized to do business in the State of Ohio with an A.M. Best rating of at least an "A". A certificate reflecting the continuing coverage of all such policies shall be delivered to ODOT at least thirty (30) days prior to the beginning of the services at any vending location, and thereafter at least thirty (30) days prior to the

expiration of any policies. Except for workers' compensation, the State of Ohio, Opportunities for Ohioans with Disabilities and ODOT shall be covered as additional insureds. Such policies shall bear an endorsement stating that the insurer agrees to notify ODOT not less than thirty (30) days in advance of material change of cancellation of any such policy.

ARTICLE VIII: PUBLIC INFORMATION

The parties acknowledge that any documents, information, or data maintained or in control of ODOT or OOD/BSVI may be subject to disclosure pursuant to O.R.C. Chapter 149 et seq.

ARTICLE IX: EVALUATION AND MEETINGS

OOD/BSVI and ODOT shall, on an as needed basis, send management representatives to meet with such appropriate persons as are designated by ODOT and OOD/BSVI to discuss the Vending Services (i.e., service levels, upcoming changes, site renovations/closure plans) so that, through cooperation, good relationships will be maintained with those who use OOD/BSVI services and so any service issues can be promptly resolved.

ARTICLE X: ADVERTISEMENT, BRANDING AND MARKS

OOD/BSVI and its Licensed Blind Operator(s) and Commercial Vendor(s) shall not appropriate or make use of ODOT's name or other identifying marks or property in its advertising without the prior written consent of ODOT. Such consent shall be in the sole discretion of ODOT. ODOT shall not appropriate or make use of Opportunities for Ohioans with Disabilities/Bureau of Services for Visually Impaired/Business Enterprise Program names or other identifying marks or property in its advertising without the prior written consent of the Deputy Director of the Bureau of Services for the Visually Impaired or their designee. Such consent shall be within the sole discretion of OOD/BSVI.

ARTICLE XI: NONDISCRIMINATION

OOD/BSVI agrees that neither it nor its Licensed Blind Operator(s) and Commercial Vendor(s) shall discriminate in violation of Ohio law, applicable Ohio Executive Orders (currently Executive Order 2019-05D), and federal law.

ARTICLE XII: DRUG FREE WORKPLACE

OOD/BSVI agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its Licensed Blind Operator(s) and Commercial Vendor(s), transfer, use, or possess illegal drugs or alcohol, or abuse prescription

drugs in any way when they are engaged in the work being performed hereunder.

ARTICLE XIII: ENTIRE AGREEMENT, WAIVER AND MODIFICATION

- 13.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 13.2 This Agreement supersedes all previous agreements, whether written or oral, between the parties.
- 13.3 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- 13.4 No modification to this agreement shall be valid or binding, unless such is reduced to writing, executed by the parties here to and attached and titled as an Addendum.

ARTICLE XIV: NOTICES

All notices from one party to the other under the terms of this Agreement, unless otherwise directed, shall be in writing, hand-delivered, sent by fax (with retention of confirmation), email, certified mail or by a responsible overnight courier, addressed to the parties at the address indicated below and shall be deemed delivered on the date of receipt.

To ODOT: Ohio Department of Transportation  
Deputy Director, Facilities and Equipment Management  
1980 W. Broad St.  
Mail Stop #2310  
Columbus, OH 43223

To OOD/BSVI: Opportunities for Ohioans with Disabilities  
Director, Bureau of Services for Visually Impaired  
150 E. Campus View Blvd., Suite 300  
Columbus, OH 43235

ARTICLE XV: HEADINGS

The headings in this Agreement have been inserted for convenient reference only and shall not define or limit any terms or provisions hereof. Reference herein to sections and subsections without reference to the document in which they are contained are references to this Agreement.

ARTICLE XVI: SEVERABILITY

The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE XVII: CONTROLLING LAW

This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only State of Ohio courts located in Franklin County, Ohio shall have jurisdiction and venue over any action or proceeding concerning the Agreement and/or performance thereunder.

ARTICLE XVIII: FEDERAL REQUIREMENTS

During the performance of this contract, OOD shall have the Commercial Contractor, for itself, its assignees, and successors in interest agree as follows:

- 18.1 Commercial Contractor will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, genetic information, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- 18.2 Commercial Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, genetic information, or age.
- 18.3 Commercial Contractor agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Contractor shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.
- 18.4 Compliance with Regulations: The Commercial Contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non- discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

- 18.5 Nondiscrimination: The Commercial Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 18.6 Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
- 18.7 Information and Reports: The Commercial Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 18.8 Sanctions for Noncompliance: In the event of the Commercial Contractor's noncompliance with the nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - 18.8.1 Withholding of payments to the contractor under the contract until the contractor complies, and/or,
  - 18.8.2 Cancellation, termination, or suspension of the contract, in whole or in part.
- 18.9 Incorporation of Provisions: The Commercial Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the



Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the Commercial Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (Prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (Prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (Prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (Prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (Prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (Prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)

- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (Prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (Prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (Prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past, or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

ARTICLE XIX: INCIDENTAL BENEFICIARIES

This Agreement is for the benefit of OOD/BSVI, rather than any individual Vendor. Any benefit conferred on a Vendor is incidental to this Agreement.

ARTICLE XX: FORCE MAJEURE

Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. For purposes of this Section, the term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, severe weather. Additional circumstances and events include epidemics, explosions, restraining of government and people, war, strikes, breakage or accidents to equipment and other similar events or causes.

If either party cannot perform any part of its obligations under this Contract because of force majeure, that party is excused from those obligations, to the

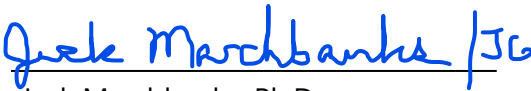
extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time, a party is unable to perform those above-referenced obligations, it must also do the following:

- 1. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event,
- 2. Provide detailed information of the force majeure event.

ARTICLE XXI: EXECUTION

This Agreement is not binding upon the parties unless executed in full. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be executed by their duly authorized officers.



Jack Marchbanks, Ph.D.  
Director  
Ohio Department of Transportation

6-26-2023

Date



Kevin L. Miller  
Executive Director  
Opportunities for Ohioans with  
Disabilities Agency

06/22/2023

Date

ODOT BGA APPENDIX A

Facility Type Description	District	County	OOD Facility #	Site Name	Site Address	Site City	Site Zip Code
Kennelly	1	HAN	445	I-75 NB Hancock County	12203 I-75 NB Mile marker 152.68	Findlay	45840
Kennelly	1	HAN	445	I-75 SB Hancock County	12200 I-75 SB Mile Marker 153.02	Findlay	45840
Kennelly	1	WYA	543	US 30 EB Wyandot County	3125 US 30 EB	Nevada	44849
Kennelly	1	WYA	543	US 30 WB Wyandot County	3376 US 30 WB	Nevada	44849
Kennelly	2	WOO	450	I-75 SB Wood County	Mile Marker 179.1	Bowling Green	43402
Kennelly	2	WOO	716	I-75 NB Wood County	Mile Marker 178.74	Bowling Green	43402
Kennelly	3	WAY	441	I-71 NB Wayne County	Mile Marker 196.62	Congress	44287
Kennelly	3	WAY	442	I-71 SB Wayne County	Mile Marker 196.8	Congress	44287
Kennelly	4	ATB	398	I-90 Ashtabula County	Mile Marker 241.79	Conneaut	44432
Kennelly	4	POR	541	I-76 EB Portage County	Mile Marker 46.36	Ravenna	44226
Kennelly	4	POR	541	I-76 WB Portage County	Mile Marker 45.34	Ravenna	44226
Kennelly	4	SUM	478	I-77 NB Summit County	Mile Marker 141.28	Akron	44306
Kennelly	4	SUM	478	I-77 SB Summit County	Mile Marker 140.89	Akron	44306
Kennelly	4	SUM	532	I-271 NB Summit County	Mile Marker 7.64	Richfield	44286
Kennelly	4	SUM	532	I-271 SB Summit County	Mile Marker 7.69	Richfield	44286
Kennelly	5	GUE	415	I-77 NB Guernsey County	Mile Marker 39.67	Cambridge	43725
Kennelly	5	GUE	515	I-77 SB Guernsey County	Mile Marker 37.1	Pleasant City	43772
Kennelly	5	GUE	523	I-70 EB Guernsey County	Mile Marker 189.69	Old Washington	43768
Kennelly	5	LIC	514	I-70 EB Licking County	Mile Marker 130.55	Jacksontown	43030
Kennelly	5	LIC	518	I-70 WB Licking County	Mile Marker 130.54	Jacksontown	43030
Kennelly	5	MUS	482	I-70 WB Muskingum County	Mile Marker 162.84	Zanesville	43701
Kennelly	6	DEL	437	I-71 NB Delaware County	Mile Marker 127.55	Delaware	43015
Kennelly	6	DEL	438	I-71 SB Delaware County	Mile Marker 129.00	Delaware	43015
Kennelly	6	FAY	396	I-71 NB Fayette County	Mile Marker 67.79	Jeffersonville	43128
Kennelly	6	FAY	397	I-71 SB Fayette County	Mile Marker 67.45	Jeffersonville	43128
Kennelly	6	MAD	439	I-70 EB Madison County	Mile Marker 70.67	London	43140
Kennelly	6	MAD	440	I-70 WB Madison County	Mile Marker 70.67	London	43140
Kennelly	7	AUG	444	I-75 NB Auglaize County	Mile Marker 113.99	Sidney	45365
Kennelly	7	AUG	444	I-75 SB Auglaize County	Mile Marker 114.11	Sidney	45365
Kennelly	7	MIA	447	I-75 NB Miami County	Mile Marker 80.47	Piqua	45356
Kennelly	7	MIA	732	I-75 SB Miami County	Mile Marker 80.8	Piqua	45356
Kennelly	8	BUT	432	I-75 NB Butler County	Mile Marker 27.41	Monroe	45120
Kennelly	8	BUT	433	I-75 SB Butler County	Mile Marker 27.46	Monroe	45050

Facility Type Description	District	County	OOD Facility #	Site Name	Site Address	Site City	Site Zip Code
Kennelly	8	PRE	425	I-70 EB Preble County	Mile Marker 2.87	New Paris	45437
Kennelly	8	WAR	430	I-71 NB Warren County	Mile Marker 33.51	Mason	45040
Kennelly	8	WAR	430	I-71 SB Warren County	Mile Marker 33.56	Mason	45040
Kennelly	9	SCI	496	US 23 SB Scioto County	Mile Marker 15.88	Lucasville	45648
Kennelly	10	WAS	515	I-77 NB Washington County	Mile Marker 3.56	Marietta	45750
Kennelly	11	BEL	481	I-70 EB Belmont County	Mile Marker 210.5	St. Clairsville	43950
Kennelly	11	BEL	481	I-70 WB Belmont County	Mile Marker 210.44	St. Clairsville	43950
Kennelly	12	LAK	398	I-90 EB Lake County	Mile Marker 198.23	Mentor	44094
Kennelly	12	LAK	398	I-90 WB Lake County	Mile Marker 198.34	Mentor	44094

Facility Type Description	District	County	OOD Facility #	Site Name	Site Address	Site City	Site Zip Code
Vending Enclosures	1	ALL	649	US 30 EB Allen County	2264 US 30 EB Mile Marker 42.79	Cairo	45820
Vending Enclosures	1	ALL	649	US 30 WB Allen County	2267 US 30 WB Mile Marker 43.07	Cairo	45820
Vending Enclosures	1	VAN	649	US 30 EB Van Wert County	8300 US 30 EB Mile Marker 9.58	Van Wert	45891
Vending Enclosures	1	VAN	649	US 30 WB Van Wert County	8301 US 30 WB Mile Marker 9.61	Van Wert	45891
Vending Enclosures	1	WYA	804	US 23 NB Wyandot County	5000 US 23 NB Mile Marker 161.7	Upper Sandusky	43351
Vending Enclosures	1	WYA	804	US 23 SB Wyandot County	7625 US 23 SB Mile Marker 164.72	Upper Sandusky	43351
Vending Enclosures	2	OTT	649	SR 2 WB Ottawa County	Mile Marker 114.57	Port Clinton	43452
Vending Enclosures	3	LOR	649	SR 2 EB Lorain County	Mile Marker 140.94	Vermillion	44089
Vending Enclosures	3	LOR	649	SR 2 WB Lorain County	Mile Marker 140.94	Vermillion	44089
Vending Enclosures	3	MED	145	I-71 NB Medina County	Mile Marker 224.48	Brunswick	44212
Vending Enclosures	3	MED	543	I-71 SB Medina County	Mile Marker 223.97	Brunswick	44212
Vending Enclosures	3	RIC	804	US 30 EB Richland County	Mile Marker 131.61	Ontario	44903
Vending Enclosures	3	RIC	804	US 30 WB Richland County	Mile Marker 131.59	Ontario	44903
Vending Enclosures	4	ATB	649	SR-11 SB Ashtabula County	Mile Marker 73.29	Orwell	44076
Vending Enclosures	7	AUG	649	US 33 EB Auglaize County	Mile Marker 29.85	Saint Marys	45885
Vending Enclosures	7	AUG	649	US 33 WB Auglaize County	Mile Marker 29.94	Saint Marys	45885
Vending Enclosures	7	LOG	440	US 33 EB Logan County	Mile Marker 64.97	Bellefontaine	43311
Vending Enclosures	7	LOG	440	US 33 WB Logan County	Mile Marker 65.02	Huntsville	43224
Vending Enclosures	9	BRO	649	SR 32 EB Brown County	Mile Marker 33.97	Peebles	45660
Vending Enclosures	9	JAC	649	US 35 WB Jackson County	Mile Marker 131.26	Coalton	45621
Vending Enclosures	9	PIK	649	SR 32 EB Pike County	Mile Marker 71.33	Sardinia	45171

Facility Type Description	District	County	OOD Facility #	Site Name	Site Address	Site City	Site Zip Code
Vending Enclosures	10	ATH	649	US 50 EB Athens County	Mile Marker 197.58	Coolville	45723
Vending Enclosures	10	ATH	649	US 50 WB Athens County	Mile Marker 165.25	Albany	45710
Vending Enclosures	10	GAL	649	SR 7 NB Gallia County	Mile Marker 22.17	Gallipolis	45631
Vending Enclosures	10	GAL	649	US 35 EB Gallia County	Mile Marker 163.18	Rio Grande	45674
Vending Enclosures	10	GAL	649	US 35 WB Gallia County	Mile Marker 163.17	Rio Grande	45674
Vending Enclosures	10	HOC	649	US 33 EB Hocking County	Mile Marker 165.27	Logan	43138
Vending Enclosures	10	HOC	649	US 33 WB Hocking County	Mile Marker 165.28	Logan	43138

Facility Type Description	District	County	OOD Facility #	Site Name	Site Address	Site City	Site Zip Code
Secondary Rest Area/Wood Flush	6	MAR	437	US 23 NB Marion County	Mile Marker 130.64	Marion	43302
Secondary Rest Area/Wood Flush	6	MAR	437	US 23 SB Marion County	Mile Marker 130.48	Marion	43302
Secondary Rest Area/Wood Flush	6	PIC	649	US 23 SB Pickaway County	Mile Marker 73.4	Ashville	43103
Secondary Rest Area/Wood Flush	6	UNI	437	US 33 NB Union County	Mile Marker 97.86	Marysville	44444
Secondary Rest Area/Wood Flush	6	UNI	437	US 33 SB Union County	Mile Marker 97.94	Marysville	44444
Secondary Rest Area	10	MEI		US 33 WB Meigs County	Mile Marker 215.31	Pomeroy	45769