



OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

682 Prospect Street,
Berea, Ohio 44017

ADDENDUM NO. 6
Issued October 28, 2019

to
RFP NO. 1- 2019
REQUEST FOR PROPOSALS
TO FURNISH, INTEGRATE AND MAINTAIN A
TOLL COLLECTION SYSTEM ISSUED OCTOBER 4, 2019

ATTENTION OF RESPONDENTS IS DIRECTED TO:
FORM OF STIPEND PAYMENT AGREEMENT IS ATTACHED

INQUIRY END DATE: 5:00 P.M. (Eastern), November 12, 2019

OPENING DATE: 2:00 P.M. (Eastern), December 6, 2019

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

10/28/2019

Jennifer L. Stueber, Esq.
General Counsel

Date

STIPEND PAYMENT AGREEMENT

Subject to the conditions contained herein, and despite any language to the contrary in the RFP No. 1-2019 Request for Proposals to Furnish, Integrate, and Maintain a Toll Collection System (“RFP”), the Ohio Turnpike and Infrastructure Commission (“Commission”) agrees to pay, and the eligible companies that respond to the RFP (“Proposers”) agree to accept, a stipend to each Proposer of \$50,000.00 or the actual, reasonable, and documented out-of-pocket costs incurred in preparing a Proposal in response to the RFP, whichever is less, as determined by the Commission in its discretion (“Stipend Payment”).

Terms and Conditions

By submitting a Proposal and a signed version of this Stipend Payment Agreement, the Proposer forms a Stipend Payment Agreement with the Commission and expressly recognizes and agrees to be bound by the provisions set forth herein.

Under this Stipend Payment Agreement, the Commission will make a Stipend Payment as full and final consideration for:

- (a) the assignment hereby to the Commission of all of Proposer’s rights, title and interest, free and clear of all liens, claims and encumbrances, certain intellectual property, materials, information and ideas, including, but not limited to, such matters that are: (a) conveyed orally and in writing during meetings or interviews; and (b) contained in, related to or associated with Proposer’s proposal, including, but not limited to, written correspondence, designs, drawings, plans, exhibits, photographs, reports, printed material, tapes, electronic disks, or other graphic and visual aids;
- (b) the waiver hereby of all rights to protest the Commission’s award of the Toll Collection System Implementation and Maintenance Contract (“Contract”) to any other Proposer; and
- (c) the Proposer’s delivery hereby of a full and final release of all claims relating to or arising from the RFP in favor of the Commission.

The Proposer further agrees that a Stipend Payment is in consideration for the Commission’s right to use all Proposal Work Product submitted by the Proposer without any further compensation or consideration to the Proposer.

Eligibility

A Proposer is not eligible for a Stipend Payment if it:

- (a) fails to submit a signed version of this Stipend Payment Agreement with its Proposal;

(b) fails to submit a Proposal that is responsive to the RFP as defined by the terms and conditions of the RFP as determined by the Commission;

(c) withdraws its Proposal; or

(d) receives the award of the Contract.

If the Commission does not award the Contract to any Proposer, all eligible Proposers shall receive a Stipend Payment unless they waive their right to receive one.

Should the Commission cancel, suspend or withdraw the RFP prior to opening of the Proposals, it will not make a Stipend Payment to any Proposer.

Procedure

The Proposer must submit an executed original of this Stipend Payment Agreement with its Proposal. With the written consent of the Commission, and at the Commission's sole discretion, the Commission may grant eligibility to a Proposer that submits a signed version of this Stipend Payment Agreement after the date that it submits its Proposal but before the date upon which the Commission issues an award of the Contract.

No later than thirty (30) days after the award of the Contract, if any, Proposers must submit an invoice in a form reasonably acceptable to the Commission, along with supporting documentation of all direct and actual costs incurred in preparing the Proposal. Direct and actual costs must be properly supported by time records and/or copies of receipts or other acceptable evidence of expenditures as well as copies of cancelled checks or other proof of payment. No mark-up of direct and actual costs is permitted. The Proposer will also provide any additional documents or information requested by the Commission to process and approve a Stipend Payment. The Proposer bears the burden to document and support its claimed costs.

The Commission, following its validation at its sole discretion of the costs submitted, will initiate payment to an eligible Proposer within ninety (90) days of the award of the Contract unless the Proposer waives its right to receive a Stipend Payment.

If any Proposer wishes to waive its right to receive a Stipend Payment, it must submit a written letter to the Executive Director of the Commission, at any time before the Commission initiates payment to that Proposer, stating that it wishes to waive its rights under this Stipend Payment Agreement.

Approved and Accepted:

Signature of Company Representative

Name of Company Representative

Title of Company Representative

Name of Company

Date