

**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

682 Prospect Street
Berea, Ohio 44017

**REQUEST FOR PROPOSALS TO PERFORM
CURRENCY AND COIN PICKUP AND DELIVERY SERVICES**

RFP ISSUE DATE: APRIL 23, 2018

INQUIRY END DATE: 5:00 P.M. (Eastern), MAY 7, 2018

**PROPOSALS TO BE RECEIVED NO LATER THAN:
5:00 P.M. (Eastern), MAY 18, 2018**

ATTENTION OF RESPONDENTS IS DIRECTED TO:

**ANSWERS TO QUESTIONS RECEIVED THROUGH
12:00 P.M. ON MAY 3, 2018**

-AND-

EXTENSION OF THE PROPOSAL DEADLINE TO 5:00 P.M. ON MAY 18, 2018

ANSWERS TO QUESTIONS RECEIVED THROUGH 12:00 P.M. ON MAY 3, 2018

Q#1 Will the Commission accept next day deposit delivery of all deposits and waive the \$500 penalty for same day deposit delivery?

A#1 The Commission has a strong preference for the delivery of its deposits to occur daily before the end of the banking day at 6:00PM on the same day the pickup occurs. The Commission modifies the liquidated damages specified in PART VI. to apply to each day that the Selected Carrier's "failure to make delivery to the depository bank extends beyond the business day following the day that the currency and coins were picked up from any given Toll Plaza." Accordingly, the \$500/day amount applies to each day the deposit fails to occur before the next business day following a given pickup.

Note that the Commission's evaluation will consider the respondent's ability to fulfill the preference for same day deposits or the ability to achieve the preference as nearly as possible. See PART (X)(A)(4) and PART (XI)(D) of the RFP.

Q#2 The RFP states the maximum daily shipment liability is \$2mm; is this per toll plaza?

A#2 No. Total sum from all locations. See PART (XII)(Q).

Q#3 What is the ratio of cash vs checks

A#3 The Commission does not accept personal or business checks.

Q#4 For confirmation, I have until Monday, May 14th, 2018, to make sure that the mailed RFP Presentation (1 original and 3 copies) are received at your address of 682 Prospect Street in Berea, Ohio, 44017? Is this correct? I know that there was an Inquiry End Date of Friday, May 4th, 2018, but I wasn't sure if that was applicable to anything in relation the actual submission of the RFP Presentation?

A#4 Correct, the due dates are stated on the cover page of the RFP. Proposals are due before 5:00PM on May 14, 2018 and the last time to submit questions is 5:00PM on May 7, 2018.

Q#5 Can you send over a copy of your current Brinks Agreement along with copies of all Extensions that are tied to said Agreement? Within the Agreements, please include the costs you are paying right now (which should be on the Agreements give or take).

A#5 See the attached contract documents.

Q#6 Can you send over the last 6 months of Brinks Invoices to the Turnpike for services provided for all 31 Toll Plazas (along with any other Brinks services on the side)?

A#6 See the attached contract documents furnished in response to Q#5.

Q#7 Prior negotiated Brinks pricing was put in place for Ohio Turnpike, what is the "price range" that the Ohio Turnpike is looking at currently? If we price you guys in a similar range as last time, would that be fine?

A#7 The Commission will select the best proposal submitted based on the criteria stated in the RFP. Respondents are encouraged to propose their best combination of cost and service

Q#8 Overall, are you guys satisfied with the Brinks service quality? If the answer is Yes, if I can finalize the pricing based on the proposed "price range" that you prefer this time around, are we all set to win the Ohio Turnpike's business this time around again?

A#8 See the response to Q#7.

Q#9 Could you please send Part V – Pick-up and delivery requirements in excel format as well as the additional information package in excel?

A#9 Yes, see the attached file accompanying this Q&A#1.

Q#10 Regarding the service window, can you please let us know the entire service window that a representative is on site?

A#10 No scheduled pickup or delivery at any Toll Plaza may occur before 7:00 a.m. and no later than 3:00 p.m.

Q#11 Can you please provide the bid tabs for the RFP?

A#11 See the materials provided in response to Q#5 for the bid previously selected for award.

Q#12 Can you delay the proposal due date to May 21?

A#12 No, but the Commission is extending the deadline to May 18, 2018 through this Q&A#1.

**FORM CONTRACT
CURRENCY AND COIN PICKUP AND DELIVERY**

This Contract is made and entered into the 16th day of April, 2014,
by and between the **OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION** (the
"Commission"), 682 Prospect Street, Berea, Ohio 44017, and **BRINK'S, INCORPORATED**
("Brink's"), 555 Dividend Drive, Coppell, Texas 75019.

RECITALS

WHEREAS, the Commission conducted a Request for Proposal ("RFP") process to select
an armored car service to provide Currency and Coin Pickup and Delivery services to the
Commission as more fully described in the RFP; and

WHEREAS, Brink's submitted the Proposal deemed by the Commission to be the best
combination of service value and price; and

WHEREAS, Brink's is qualified and willing to perform the services outlined in the RFP,
which is incorporated by reference as if fully rewritten herein, but which, due to its length is not
attached hereto as an Exhibit.

NOW THEREFORE, in consideration of the mutual promises, covenants and terms and
conditions set forth in the RFP and Brink's Proposal, the parties have entered into this Contract.

AGREEMENTS

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 The Contract Documents shall consist of the following documents: The Form
Contract, the RFP and any exhibits thereto; the information package sent to Responding Carriers;
Brink's Proposal (including its Pricing Summary); and all insurance certificates and the

performance bond to be provided by Brink's in accordance with the requirements of the **PART XV, Section Q** of the RFP.

ARTICLE 2 – DESCRIPTION OF SERVICES AND TERM

2.1 Subject to the terms and conditions hereof and the "Contract Documents" as defined herein, the Commission shall designate Brink's as the Selected Carrier providing Currency and Coin Pickup and Delivery services.

2.2 The Contract for Currency and Coin Pickup and Delivery has an initial term of two (2) years as set forth at **PART VIII** of the RFP. Subject to the Terminations provisions set forth in **PART XV, Section P**, the parties may extend the Contract for one (1) additional two (2) year term upon mutual agreement and written notice of intent by Brink's given 180 days in advance of its request to renew the Contract for an additional term.

ARTICLE 3 – PAYMENTS

3.1 Payments to Brink's shall be made in accordance with **PART XV, Section E** of the General Terms and Conditions to the RFP and the Price Proposal submitted by Brink's, which is attached hereto and incorporated by reference herein. Brink's shall be compensated as set forth in the Pricing Summary it submitted in response to the RFP, which is attached hereto. Of the thirty-one (31) pickup and delivery locations, seventeen (17) locations shall be designated six (6) day per week locations, with the exception of ten (10) bank holidays as indicated in the RFP. The other fourteen (14) of the pickup and delivery locations shall be designated as three (3) day per week locations, however, the Commission expressly reserves the right to increase or decrease the number of six (6) day per week or three (3) day per week locations among the thirty-one (31) locations. The Commission agrees to give thirty (30) days written notice before making any such increase or decrease.

ARTICLE 4 – MODIFICATIONS TO TERMS AND CONDITIONS CONTAINED IN THE RFP

4.1 As clarification to **PART VI** entitled “Missed Deliveries or Pickups,” Brink’s will be assessed \$100.00 per day, per location, for any missed delivery or pickup. However, the Commission must assess such damages within a six (6) month period after their occurrence or they will automatically be deemed as waived. The Commission may also negotiate liquidated damages with Brink’s and proportionately reduce the amount of damages assessed if such reduction is reasonably justified by Brink’s.

4.2 In the “Force Majeure” clause as found at **PART XV, Section B** of the RFP, delete the word “~~improper~~” as it appears in the third line and insert the word “wrongful.”

4.3 In the “Performance Warranty” clause as found at **PART XV, Section C** of the RFP, at the end of the clause insert the following sentence: “If no such standards exist, then Brink’s shall perform its services in a workmanlike manner with a reasonable degree of care, skill and diligence and as described in this Agreement.”

4.4 In the “Mediation” clause as found at **PART XV, Section F** of the RFP, in the third line, insert the word “irresolvable” prior to the phrase “controversy or dispute.”

4.5 In the “Termination” clause as found at **PART XV, Section P** of the RFP, in the last paragraph that addresses voluntary termination, delete “~~sixty (60) calendar days~~” and change the notice provision time requirement by inserting “ninety (90) calendar days.”

4.6 In the “Insurance, Bonds, Injuries and Litigation” clause as found at **PART XV, Section Q** of the RFP, make the following changes:

In the eighth paragraph add the following sentence at the end of the second paragraph:
“The Selected Carrier shall have issued to the Commission a direct pay certificate naming the Commission as loss payee.”

In the thirteenth full paragraph regarding the twenty-four (24) hour notice to be given the Commission “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 Agreement,” in the second line delete the phrase “~~or might result in.~~”

In the fourteenth full paragraph as concerns providing the Commission with copies of summons, subpoenas, notices or other documents served upon or received by the Selected Carrier, its agents, employees or other representatives immediately upon receipt, in the first line delete the word “~~immediately~~” and insert the words “promptly and without delay.”

4.7 In the “Indemnification” clause as found at **PART XV, Section R** of the RFP is deleted in its entirety, and the following superseding provision is inserted in its place:

“**R. Indemnification.** The Selected Carrier shall indemnify and hold harmless the Commission, its Commission members, Executive Director, Deputy Directors, officers and employees, from and against any and all liability, including claims, demands, losses, costs, damages, 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: (i) founded upon or grows out of the acts, errors, omissions, undertakings, representations or warranties of the Selected Carrier, its officers, employees, agents, independent contractors or subcontractors (or subcontractors or independent contractors thereof); and (ii) 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. This agreement of indemnity shall survive expiration or termination of the Contract. Nothing herein contained shall require the Selected Carrier to reimburse the Commission for acts or omissions caused by the negligence of the Commission. Notwithstanding anything herein to the contrary, Selected Carrier shall be not liable under this Indemnification or otherwise for any consequential losses or damages, whether arising in contract, warranty or tort, strict liability or otherwise, including but not limited to, losses of use, profits, business, reputation or financing (whether or not Selected Carrier had knowledge that such losses or damages might be incurred).

The Selected Carrier shall waive and 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.”

4.8 In the “Selected Carrier’s Liability, Limitations and Exclusions” clause as found at **PART XV, Section S** of the RFP, in the first line of the second paragraph which references the location of force majeure provisions within the Terms and Conditions, delete “~~contained at Section B herein~~” and insert “contained elsewhere herein.”

At the same Section S, insert a new subparagraph S(5) as follows:

“(5)(a) The Selected Carrier shall not be liable for Loss or for non-performance or delays of service, liability or expense caused by or resulting from: (1) war, hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign

power (*de jure* or *de facto*), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority. (b) In no event shall the Selected Carrier be liable for Loss or for non-performance or delays of service, liability or expense directly or indirectly caused by or contributed to by or arising from: (1) any chemical, biological, bio-chemical or electromagnetic weapon; (2) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (3) ionizing radiations from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (5) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (6) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter (the exclusion in this subclause (6) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes). (c) The following limitation shall not apply to Property in transit, stored in the ordinary course of transit, or held temporarily for subsequent delivery, allocation or distribution. Brink's shall not be liable for loss, damage or destruction or for nonperformance or delays of service,

liability, cost or expense directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. An act of terrorism means an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with an organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.”

ARTICLE 5 - ENTIRE AGREEMENT

5.1 The Contract Documents embody the entire understanding of the Commission and Brink’s and form the basis of the Contract between the Commission and Brink’s. The Contract Documents shall be considered to be incorporated by reference into this Form Contract as if fully rewritten herein.

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

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

5.4 The Contract shall be binding on Brink’s and Commission, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract

Documents, but the Contract may not be assigned by Brink's without the prior written consent of the Commission.

ARTICLE 6 – EXECUTION

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

ARTICLE 7 – ORIGINAL CONTRACT FORMS

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

ARTICLE 8 – WARRANTY OF SIGNATORIES

8.1 The undersigned signatories for the respective parties hereby represent and warrant that each has full and complete authority to execute the Contract on behalf of their respective party. These representations and warranties are made for the purpose of inducing the other to execute the Contract.

ARTICLE 9 – NOTICE

9.1 For purposes of providing any written Notices required under the Contract: Notices to the Commission shall be provided in writing to: Director of Toll Operations, c/o The Ohio Turnpike and Infrastructure Commission, 682 Prospect Street, Berea, Ohio 44017, Telephone (440) 234-2081, ext. 1271. Notices to Brink's shall be provided in writing to: Jack W. Rood, Brink's, Incorporated, 555 Dividend Drive, Coppell, Texas 75019, Telephone (216) 509-0617.

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

SELECTED CARRIER

Brink's Incorporated
(Name of Armored Car Service)

By: Matt Ciantar

VP of Sales
(Title)

3.12.2014
(Date)

APPROVED AS TO LEGAL FORM:

Domini Marsilio
Director of Contracts Administration
& Compliance

**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

By: [Signature]
Executive Director

4/1/14
(Date)

PRICING SUMMARY OVER THE TWO, TWO-YEAR CONTRACT TERMS

January 13, 2014

BRINK'S INCORPORATED

Pricing Summary - First Year

Pickup/delivery at 17 Toll Plazas with 6-day per week schedule
Deduct: 10 Holidays/year
Pickup/delivery at 14 Toll Plazas with 3-day per week schedule

	Daily	Weekly	Yearly	Computation:
	\$819.06	\$4,914.36	\$255,546.72	Weekly X 52 weeks
	N/A	N/A	-\$8,190.60	Daily x 10 Holidays
	\$756.00	\$2,268.00	\$117,936.00	Weekly x 52 weeks
Totals	\$1,575.06	\$7,182.36	\$365,292.12	

Pricing Summary - Second Year

Pickup/delivery at 17 Toll Plazas with 6-day per week schedule
Deduct: 10 Holidays/year
Pickup/delivery at 14 Toll Plazas with 3-day per week schedule

	Daily	Weekly	Yearly	Computation:
	\$819.06	\$4,914.36	\$255,546.72	Weekly X 52 weeks
	N/A	N/A	-\$8,190.60	Daily x 10 Holidays
	\$756.00	\$2,268.00	\$117,936.00	Weekly x 52 weeks
Totals	\$1,575.06	\$7,182.36	\$365,292.12	

Pricing Summary - Third Year

Pickup/delivery at 17 Toll Plazas with 6-day per week schedule
Deduct: 10 Holidays/year
Pickup/delivery at 14 Toll Plazas with 3-day per week schedule

	Daily	Weekly	Yearly	Computation:
	\$835.38	\$5,012.28	\$260,638.56	Weekly X 52 weeks
	N/A	N/A	-\$8,353.80	Daily x 10 Holidays
	\$771.12	\$2,313.36	\$120,294.72	Weekly x 52 weeks
Totals	\$1,606.50	\$7,325.64	\$372,579.48	

Pricing Summary - Fourth Year

Pickup/delivery at 17 Toll Plazas with 6-day per week schedule
Deduct: 10 Holidays/year
Pickup/delivery at 14 Toll Plazas with 3-day per week schedule

	Daily	Weekly	Yearly	Computation:
	\$847.79	\$5,086.74	\$264,510.48	Weekly X 52 weeks
	N/A	N/A	-\$8,477.90	Daily x 10 Holidays
	\$782.26	\$2,346.78	\$122,032.56	Weekly x 52 weeks
Totals	\$1,630.05	\$7,433.52	\$378,065.14	



Ohio Turnpike and Infrastructure Commission

Randy Cole
Executive Director

Jerry N. Hruby
Chairman

Timothy J. Paradiso
Vice Chairman

Sandra K. Barber
Secretary-Treasurer

George F. Dixon
Member

Michael A. Peterson
Member

Jerry Wray
Director of Transportation
Member Ex-Officio

Timothy S. Keen
Director of OBM
Member Ex-Officio

Frank LaRose
Ohio Senate Member

Thomas F. Patton
Ohio House Member

Randy Cole
Executive Director

March 2, 2018

Jack W. Rood, Account Manager
Brink's, Incorporated
1422 Superior Avenue, N.E.
Cleveland, Ohio 44114
Jack.Rood@brinksinc.com

RE: Extension of Contract for Currency and Coin Pickup and Delivery Services

Dear Mr. Rood:

Brink's, Incorporated ("Brinks") and the Ohio Turnpike and Infrastructure Commission ("Commission") are parties to a Contract dated April 10, 2014 ("Contract") for currency and coin pickup and delivery services, which is due to expire on April 1, 2018. However, as we discussed at meeting on February 27, 2018, we are mutually willing to extend the Contract for a short period to afford the Commission time to make a determination on the Commission's depository banking services provider.

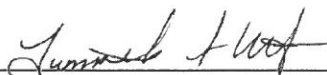
This letter serves to memorialize our agreement to extend the Contract for a four (4) month period commencing on April 1, 2018 and continuing through July 30, 2018, pursuant to the same pricing and conditions of the current Contract. Accordingly, with your signature below, Brinks will continue to provide Contract services at the locations identified in Exhibit A for the Contract prices identified in Exhibit B for the 4-Month Extension period.

Signifying our mutual approval and acceptance of the foregoing, which modifies the Contract term to expire on August 1, 2018, the Commission and Brinks executed this instrument through their respective authorized representatives as of the date first stated above.

**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

BRINK'S, INCORPORATED

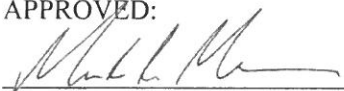
Randy Cole
Executive Director

By 

Printed: Timothy A. Witt

Title: SVP - US Sales

APPROVED:


Mark R. Musson, Director
Contracts Administration

cc: Director Toll Operations
Director of Audit and I.C.
CFO/Comptroller
Procurement Manager

Location Name	Address1	Address2	City Name	State Code	Postal Code	Service frequency	Brink's branch
OHIO TURNPIKE #02	Westgate			OH		6	Akron
OHIO TURNPIKE #13	State Route 15		Bryan	OH		3	Akron
OHIO TURNPIKE #25	State Route 66		Archbold	OH		3	Akron
OHIO TURNPIKE #34	8320 State Route 108	TOLL PLAZA 34	WAUSEON	OH	43567	3	Akron
OHIO TURNPIKE #39	8383 State Route 109		DELTA	OH	43515	3	Akron
OHIO TURNPIKE #52	State Route 2		Toledo	OH		3	Akron
OHIO TURNPIKE #59	1599 Reynolds Rd		MAUMEE	OH	43537	6	Akron
OHIO TURNPIKE #64	I-75		PERRYSBURG	OH		6	Akron
OHIO TURNPIKE #71	3290 Libbey Rd		Toledo	OH	43551	6	Akron
OHIO TURNPIKE #81	4099 S State Route 51		ELMORE	OH	43416	3	Akron
OHIO TURNPIKE #91	State Route 53	TOLL PLAZA 91	FREMONT	OH	43420	6	Akron
OHIO TURNPIKE #110	State Route 4		Sandusky	OH		6	Cleveland
OHIO TURNPIKE #118	US-250		Norwalk	OH		6	Cleveland
OHIO TURNPIKE #135	Baumhart Road		Vermillion	OH		3	Cleveland
OHIO TURNPIKE #140	State Route 58		Amherst	OH		3	Cleveland
OHIO TURNPIKE #142	I-90		Lorain	OH		6	Cleveland
OHIO TURNPIKE #145	State Route 57		Elyria	OH		6	Cleveland
OHIO TURNPIKE #151	I-480		North Ridgeville	OH		6	Cleveland
OHIO TURNPIKE #152	State Route 10		North Olmsted	OH		6	Cleveland
OHIO TURNPIKE #161	US-42 & I-71		Strongsville	OH		6	Cleveland
OHIO TURNPIKE #173	US-21 & I-77		Cleveland	OH		6	Cleveland
OHIO TURNPIKE #180	State Route 8		AKRON	OH	44301	6	Akron
OHIO TURNPIKE #187	1 Streetsboro		STREETSBORO	OH	44241	6	Akron
OHIO TURNPIKE #193	State Route 44		RAVENNA	OH	44266	3	Youngstown
OHIO TURNPIKE #209	State Route 5		Warren	OH		3	Youngstown
OHIO TURNPIKE #215	Ellsworth-Bailey Road		Lordstown	OH		3	Youngstown
OHIO TURNPIKE #216	Hallock-Young Road		Lordstown	OH		3	Youngstown
OHIO TURNPIKE #218	I-80 & I-76, CR 18		Niles	OH		6	Youngstown
OHIO TURNPIKE #232	State Route 7		Youngstown	OH		3	Youngstown
OHIO TURNPIKE #234	I-680		Youngstown	OH		3	Youngstown
OHIO TURNPIKE #239				OH		6	Youngstown

4-Month Extension
Exhibit A

PART XVI. CURRENCY AND COIN PICKUP AND DELIVERY PRICING SUMMARY

PRICING FOR SIX (6) DAY A WEEK LOCATIONS	DAILY PRICE FOR PICKUP ONLY AT THE DESIGNATED SIX (6) DAY A WEEK LOCATIONS	DAILY PRICE FOR DELIVERIES ONLY AT THE DESIGNATED SIX (6) DAY A WEEK LOCATIONS	TOTAL DAILY PRICE FOR PICK UP AND DELIVERY OF CURRENCY AND COIN AT THE DESIGNATED SIX (6) DAY A WEEK LOCATIONS	DAILY PRICE DEDUCTION FOR RE-DESIGNATING A GIVEN SIX (6) DAY LOCATION FOR FEWER PICKUPS AND DELIVERIES PER WEEK
CONTRACT TERM				
INITIAL TWO YEAR TERM:				
FIRST YEAR	\$ 48.18	\$48.18	\$ 819.06	\$54.00
SECOND YEAR	\$ 48.18	\$ 48.18	\$ 819.06	\$54.00
EXTENSION TERM:				
FIRST YEAR	\$ 49.14	\$49.14	\$ 835.38	\$ 55.08
SECOND YEAR	\$ 49.87	\$ 49.87	\$ 847.79	\$55.90
4-Month Extension	\$ 49.87	\$ 49.87	\$847.79	\$55.90
PRICING FOR THREE (3) DAY A WEEK LOCATIONS	DAILY PRICE FOR PICKUP ONLY AT THE DESIGNATED THREE (3) DAY A WEEK LOCATIONS	DAILY PRICE FOR DELIVERIES ONLY AT THE DESIGNATED THREE (3) DAY A WEEK LOCATIONS	TOTAL DAILY PRICE FOR PICK UP AND DELIVERY OF CURRENCY AND COIN AT THE DESIGNATED THREE (3) DAY A WEEK LOCATIONS	DAILY ADDITIONAL PRICE FOR RE-DESIGNATING A GIVEN THREE (3) DAY LOCATION FOR ADDITIONAL PICKUPS AND DELIVERIES PER WEEK
CONTRACT TERM				
INITIAL TWO YEAR TERM:				
FIRST YEAR	\$ 54.00	\$ 54.00	\$756.00	\$48.18
SECOND YEAR	\$ 54.00	\$ 54.00	\$756.00	\$48.18
EXTENSION TERM:				
FIRST YEAR	\$ 55.08	\$ 55.08	\$771.12	\$ 49.14
SECOND YEAR	\$ 55.90	\$ 55.90	\$ 782.26	\$ 49.87
4-Month Extension	\$ 55.90	\$ 55.90	\$ 782.26	\$ 49.87

CORPORATE OR BUSINESS NAME OF RESPONDING CARRIER: BRINK'S, INCORPORATED

AUTHORIZED SIGNATURE OF RESPONDING CARRIER'S REPRESENTATIVE: _____

Date: _____



The Ohio Turnpike and Infrastructure Commission

Randy Cole
Executive Director

March 16, 2016

Jerry N. Hruby
Chairman

Timothy J. Paradiso
Vice Chairman

Sandra K. Barber
Secretary-Treasurer

George F. Dixon
Member

Jerry Wray
Director of Transportation
Member Ex-Officio

Timothy S. Keen
Director of OBM
Member Ex-Officio

Gayle L. Manning
Ohio Senate Member

Michael D. Dovilla
Ohio House Member

Randy Cole
Executive Director

Jack W. Rood, Account Manager
Brink's, Incorporated
1422 Superior Avenue, N.E.
Cleveland, Ohio 44114

RE: Extension of Contract for Currency and Coin Pickup and Delivery Services

Dear Mr. Rood:

The current Contract between Brink's, Incorporated ("Brink's") and the Ohio Turnpike and Infrastructure Commission ("Commission") for currency and coin pickup and delivery services was executed on April 10, 2014, and is due to expire March 31, 2016. It does, however, contain one (1) two-year renewal option to extend the Contract.

The purpose of this letter is to notify you of the Commission's decision to exercise its option to renew the subject Contract for its final two (2) year period effective April 1, 2016 through March 31, 2018, pursuant to the same terms and conditions agreed to by the parties as those set forth in the current Contract, except as modified in the following paragraph. Payments to Brink's shall be in accordance with the Pricing Summary for the Renewal Term as incorporated by reference into the Contract, and which is enclosed for reference.

Effective upon renewal of the agreement, the General Duties established under the Part III of the RFP incorporated into contract is modified to revise the requirement that Brinks staff vehicles with two (2) persons to exclude the thirteen locations serviced from the Akron branch identified in the attached Exhibit A, which may receive service from a single person vehicle. All remaining locations shall continue to receive service from vehicles staffed with two (2) persons.

Please have your surety agent forward a continuation certificate for the performance bond for this Contract, Bond No. 106060810. Also, please have your insurance agent forward current renewal certificates of insurance covering general, automobile and excess liability and also a current Ohio Bureau of Workers Compensation Certificate for this Contract as soon as possible.

Please indicate Brink's acceptance to the above terms and extension of the Contract by having the appropriate corporate official sign at the appropriate space

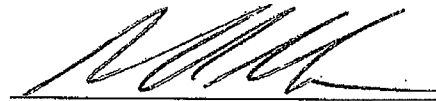
Jack W Rood
Brink's, Incorporated
Renewal Notice
March 16, 2016
Page Two

below. Please return three (3) of the four (4) enclosed originals to the attention of Mark R. Musson, Director of Contracts Administration, at the Commission's offices as soon as possible.

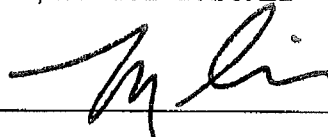
Sincerely,


Randy Cole
Executive Director

APPROVED:


Mark R. Musson, Director
Contracts Administration

BRINK'S, INCORPORATED

By 
Title Matthew Ciantar
Senior Vice President of Sales
Date 12-1-16

Enclosure

cc: Director Toll Operations
Director of Audit and I.C.
CFO/Comptroller
Procurement Manager

Location Name	Address1	Address2	City Name	State Code	Postal Code	Service frequency	Brink's branch
OHIO TURNPIKE #02	Westgate			OH		6	Akron
OHIO TURNPIKE #13	State Route 15		Bryan	OH		3	Akron
OHIO TURNPIKE #25	State Route 66		Archbold	OH		3	Akron
OHIO TURNPIKE #34	8320 State Route 108	TOLL PLAZA 34	WAUSEON	OH	43567	3	Akron
OHIO TURNPIKE #39	8383 State Route 109		DELTA	OH	43515	3	Akron
OHIO TURNPIKE #52	State Route 2		Toledo	OH		3	Akron
OHIO TURNPIKE #59	1599 Reynolds Rd		MAUMEE	OH	43537	6	Akron
OHIO TURNPIKE #64	I-75		PERRYSBURG	OH		6	Akron
OHIO TURNPIKE #71	3290 Libbey Rd		Toledo	OH	43551	6	Akron
OHIO TURNPIKE #81	4099 S State Route 51		ELMORE	OH	43416	3	Akron
OHIO TURNPIKE #91	State Route 53	TOLL PLAZA 91	FREMONT	OH	43420	6	Akron
OHIO TURNPIKE #110	State Route 4		Sandusky	OH		6	Cleveland
OHIO TURNPIKE #118	US-250		Norwalk	OH		6	Cleveland
OHIO TURNPIKE #135	Baumhart Road		Vermillion	OH		3	Cleveland
OHIO TURNPIKE #140	State Route 58		Amherst	OH		3	Cleveland
OHIO TURNPIKE #142	I-90		Lorain	OH		6	Cleveland
OHIO TURNPIKE #145	State Route 57		Elyria	OH		6	Cleveland
OHIO TURNPIKE #151	I-480		North Ridgeville	OH		6	Cleveland
OHIO TURNPIKE #152	State Route 10		North Olmsted	OH		6	Cleveland
OHIO TURNPIKE #161	US-42 & I-71		Strongsville	OH		6	Cleveland
OHIO TURNPIKE #173	US-21 & I-77		Cleveland	OH		6	Cleveland
OHIO TURNPIKE #180	State Route 8		AKRON	OH	44301	6	Akron
OHIO TURNPIKE #187	1 Streetsboro		STREETSBORO	OH	44241	6	Akron
OHIO TURNPIKE #193	State Route 44		RAVENNA	OH	44266	3	Youngstown
OHIO TURNPIKE #209	State Route 5		Warren	OH		3	Youngstown
OHIO TURNPIKE #215	Ellsworth-Bailey Road		Lordstown	OH		3	Youngstown
OHIO TURNPIKE #216	Hallock-Young Road		Lordstown	OH		3	Youngstown
OHIO TURNPIKE #218	I-80 & I-76, CR 18		Niles	OH		6	Youngstown
OHIO TURNPIKE #232	State Route 7		Youngstown	OH		3	Youngstown
OHIO TURNPIKE #234	I-680		Youngstown	OH		3	Youngstown
OHIO TURNPIKE #239				OH		6	Youngstown

Renewal Agreement
Exhibit A

PART XVI. CURRENCY AND COIN PICKUP AND DELIVERY PRICING SUMMARY

PRICING FOR SIX (6) DAY A WEEK LOCATIONS	DAILY PRICE FOR PICKUP ONLY AT THE DESIGNATED SIX (6) DAY A WEEK LOCATIONS	DAILY PRICE FOR DELIVERIES ONLY AT THE DESIGNATED SIX (6) DAY A WEEK LOCATIONS	TOTAL DAILY PRICE FOR PICK UP AND DELIVERY OF CURRENCY AND COIN AT THE DESIGNATED SIX (6) DAY A WEEK LOCATIONS	DAILY PRICE DEDUCTION FOR RE-DESIGNATING A GIVEN SIX (6) DAY LOCATION FOR FEWER PICKUPS AND DELIVERIES PER WEEK
CONTRACT TERM				
INITIAL TWO YEAR TERM:				
FIRST YEAR	\$ 48.18	\$48.18	\$ 819.06	\$54.00
SECOND YEAR	\$ 48.18	\$ 48.18	\$ 819.06	\$54.00
EXTENSION TERM:				
FIRST YEAR	\$ 49.14	\$49.14	\$ 835.38	\$ 55.08
SECOND YEAR	\$ 49.87	\$ 49.87	\$ 847.79	\$55.90

PRICING FOR THREE (3) DAY A WEEK LOCATIONS	DAILY PRICE FOR PICKUP ONLY AT THE DESIGNATED THREE (3) DAY A WEEK LOCATIONS	DAILY PRICE FOR DELIVERIES ONLY AT THE DESIGNATED THREE (3) DAY A WEEK LOCATIONS	TOTAL DAILY PRICE FOR PICK UP AND DELIVERY OF CURRENCY AND COIN AT THE DESIGNATED THREE (3) DAY A WEEK LOCATIONS	DAILY ADDITIONAL PRICE FOR RE-DESIGNATING A GIVEN THREE (3) DAY LOCATION FOR ADDITIONAL PICKUPS AND DELIVERIES PER WEEK
CONTRACT TERM				
INITIAL TWO YEAR TERM:				
FIRST YEAR	\$ 54.00	\$ 54.00	\$756.00	\$48.18
SECOND YEAR	\$ 54.00	\$ 54.00	\$756.00	\$48.18
EXTENSION TERM:				
FIRST YEAR	\$ 55.08	\$ 55.08	\$771.12	\$ 49.14
SECOND YEAR	\$ 55.90	\$ 55.90	\$ 782.26	\$ 49.87

CORPORATE OR BUSINESS NAME OF RESPONDING CARRIER: BRINK'S, INCORPORATED

AUTHORIZED SIGNATURE OF RESPONDING CARRIER'S REPRESENTATIVE: *Frank W. Reed* DATE: 12-19-13