

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

ADDENDUM NO. 1 ISSUED OCTOBER 24, 2025

to

RFP NO. 26-2025 DISABLED VEHICLE SERVICES

PROPOSAL DUE DATE: 5:00 P.M. (EASTERN TIME) NOVEMBER 4, 2025

ATTENTION OF RESPONDENTS IS DIRECTED TO:

ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M. ON OCTOBER 21, 2025:

-AND-

REVISED PART III- TECHNICAL PROPOSAL REQUIREMENTS

(See attached with new requirement in yellow)

Please be advised that new subsection M. must be included in any Proposal submitted in response to this RFP.

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

Aimee W. Lane, Esq.,

Director of Contracts Administration

Gimee W. Lave

October 24, 2025

Date

ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M. ON OCTOBER 21, 2025:

- Q#1 Can we bid on light service calls, and light duty and med duty calls only? I don't have heavy duty wreckers. I am certified through the state of Ohio as a minority company.
- A#1 No. The Commission is seeking providers that can perform the entire scope of services for one or more of the seven (7) zones identified in the RFP.
- Q#2 Regarding Zone 7, why the change in mile post from the 209.2 (State Route 5) including Gate and respective ramps, to the 209.55?
- A#2 The Commission wants to have more clear cut-off points for each of the seven (7) DVS sections. The current cut-off points have been problematic and have created some confusion at times when trying to determine who should be responding to incidents.
- Q#3 Regarding any service needed, including 37C's on the Ohio Turnpike, will AAA be allowed to continue to use outside vendors (not DVS services) to service vehicle(s), including 37A, 37B, Lockout, and Jump Starts?
- A#3 Any vendor is permitted to come on the Ohio Turnpike and perform service on a vehicle through the AAA service. ALL Commission DVS vendors have AAA approval and are able to conduct AAA calls. Commission contracted vendors MUST be used when a passenger vehicle needs to be towed off the roadway.
- Q#4 In regard to a vehicle having an investigative hold, and not allowing for storage to be charged, will those vehicles now be stored at their respective OSP post during that hold?
- A#4 Typically, an investigative hold is short term in order for OSP recon and investigative units to come view the vehicle. Once the vehicle has been released by OSP, storage may be charged per the contract if the vehicle was taken back to the DVS lot.
- Q#5 For any vehicles being removed off the Ohio Turnpike that are considered a "Victims of a Crime" vehicle, will the Ohio Turnpike or OSP be handling the fees owed to DVS?
- A#5 OSP will always request that the court order restitution to the reasonable party. If payment is not received from the reasonable party, the invoice may be submitted to the Commission for payment.

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Q#6 Would the Ohio Turnpike consider changing the fuel surcharge wording from "gasoline" to "gasoline and/or diesel fuel" and the per gallon amount from \$3.50 to \$3.15 in order to be able to charge a fuel surcharge when needed?

A#6 No.

- Q#7 Will the Ohio Turnpike be helping with affidavits for destruction on a vehicle towed by the Ohio Turnpike/OSP that holds an out of state registration/title?
- A#7 Neither the Commission nor the OSP will assist with an affidavit for out-of-state registrations.

END OF ADDENDUM NO. 1



OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION 682 Prospect Street Berea, Ohio 44017 (440) 971-2081

REQUEST FOR PROPOSALS FOR DISABLED VEHICLE SERVICES RFP No. 26-2025

ISSUE DATE: October 7, 2025

INQUIRY END DATE: 5:00 PM (Eastern) on October 21, 2025

PROPOSAL DUE DATE: 5:00 PM (Eastern) on November 4, 2025

COMMISSION MEETING: January 20, 2026 (Subject to Change)

THE SBE GOAL FOR THIS CONTRACT IS WAIVED

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REQUEST FOR PROPOSALS FOR DISABLED VEHICLE SERVICES

RFP No. 26-2025

PART I. BACKGROUND INFORMATION

The Ohio Turnpike and Infrastructure Commission ("Commission"), a body corporate and politic constituting an instrumentality of the State of Ohio, is responsible for operating and maintaining the Ohio Turnpike, a toll road officially known as the James W. Shocknessy Ohio Turnpike. The Ohio Turnpike is a limited access highway extending 241 miles across northern Ohio. Additional information regarding the Commission and the Ohio Turnpike can be found at https://www.ohioturnpike.org/home.

The Commission issues this Request for Proposals seeking the furnishing of Disabled Vehicle Services ("DVS") to the Commission's customers whose vehicles become disabled or damaged due to mechanical failure or accident, as further described in <u>Appendix A</u>. The Commission is seeking DVS in seven (7) Zones on that Ohio Turnpike that are each approximately thirty-five (35) miles long and further described as follows:

DVS Zone 1 shall be from the Ohio-Indiana line to the 35.0 milepost.

DVS Zone 2 shall be from the 35.0 milepost to the 72.0 milepost (Pemberville Rd)

DVS Zone 3 shall be from the 72.0 milepost (Pemberville Rd) to the 110.6 milepost (SR-4). This includes all ramps and interchange at Exit 110.

DVS Zone 4 shall be from 110.6 milepost (SR-4) to the 145.8 milepost (W River Rd.). This includes all ramps and interchange at Exit 145.

DVS Zone 5 shall be from 145.8 milepost (W River Rd) to the 180.3 milepost. This includes eastbound deceleration ramp, Exit 180 interchange, and all OTIC ramps to and from SR-8.

DVS Zone 6 shall be from the 180.3 milepost to the 209.55 milepost (SR-5). This includes eastbound acceleration ramp, westbound deceleration ramp, and westbound acceleration ramp at Exit 180 and all ramps and interchange at Exit 209.

DVS Zone 7 shall be from the 209.55 milepost (SR-5) to the Ohio-Pennsylvania state line.

The Commission reserves the right, at its sole option, to marginally adjust the DVS Zones.

The Contract for the DVS Operator's services shall commence on March 1, 2026, and continue through February 28, 2029, with one (1) additional two (2) year option, exercisable by the Commission. Any person responding (a "Respondent) may submit proposals for a single Zone or separately for multiple Zones. Each proposal shall specify the Zone for which they are proposing to provide DVS services. Demonstrated experience in providing the necessary services is required.

The Commission will entertain proposals from joint ventures. However, the acceptance of such a proposal as responsive will depend upon the facilities and equipment of the joint venture and the manner in which it intends to jointly perform the required services under any resulting contract. The responding joint venture shall also indicate the legal arrangement that is being proposed (i.e. a partnership) as the Commission will only award one (1) contract for any such joint venture arrangement.

Any person responding (a "Respondent") must clearly demonstrate depth of experience in providing disabled vehicle services, including familiarity with the various methodologies and industry best practices for performing the required tasks. Demonstrated experience in providing the necessary services is required.

PART II. ASSISTANCE FROM COMMISSION PERSONNEL

Commission personnel will be assigned to assist, as needed, with the coordination of the various aspects of any assignments. Commission personnel will also make available all documents in the Commission's possession to the Respondent required for completion of its duties. Generally, the Commission's Safety Operations Supervisor and Safety Services Manager will administer and manage any resulting DVS contracts.

PART III. TECHNICAL PROPOSAL REQUIREMENTS

The general nature and scope for the Project are set forth in <u>Appendix A</u> ("Scope of Services"). The Commission expects that Respondents will have experience in providing the services of this nature and should understand the general scope of the services necessary to successfully fulfill the Commission's requirements.

Respondents should prepare Proposals that are concise and that include an explicit response to the items listed below:

- A. The Respondent's understanding of the requirements of this RFP, its experience, and capabilities in performing the Scope of Services and how the Respondent intends to perform the Scope of Services set forth in <u>Appendix A</u> of this RFP.
- B. The Respondent's qualifications and customer references with contact information demonstrating experience in the industry and working with the Commission or other governmental or public entities with respect to the Scope of Services and identifying any services performed.
- C. An up-to-date list of the Respondent's key contact individuals, address, phone numbers and e-mail addresses. Each company must identify a main point of contact for issues and day-to-day operations. This person should be available 24/7/365 for OTIC operations and identify a backup when not available.
- D. Location, including mailing address of the fully equipped and operational facility, as described in the Scope of Services, located in the DVS Zone for each proposal submitted. Respondents may offer to furnish Disabled Vehicle Services for one (1) or more DVS Zones. If so, Respondent shall so indicate in the proposal and provide the mailing address of all proposed fully equipped and operational facilities.
- E. Completed Questionnaire form (attached as Appendix B)
- F. A prevailing price list reflecting Respondent's rates that are <u>not</u> already listed in the Maximum Rates and Fee Schedule (to be included with completed Questionnaire form (item E above)).

- G. A copy of Respondent's annual PUCO Authorization.
- H. Respondent's proof of registration with the United States Department of Transportation (USDOT). Providing a registration number is sufficient.
- I. Documentation that Respondent is an AAA approved operator.
- J. Documentation that Respondent accepts all major credit cards.
- K. Evidence of the insurance coverages required under the form of Disabled Vehicle Services Contract. See form of Disabled Vehicle Service Agreement, Section 23.
- L. Proof of enrollment in the Ohio Bureau of Workers Compensation Drug Free Safety Program or policy substantially conforming to the requirements for enrollment. See Appendix H.
- M. The Respondent's good faith efforts to commit to a significant economic presence in Ohio are shown by:
 - a. A statement that Respondent is registered and licensed to do business in the State of Ohio with the offices of the Secretary of State and include with the proposal a copy of its certificate or other similar document(s) confirming Respondent is registered and licensed to do business in the State of Ohio;
 - b. A statement of whether Respondent pays taxes to the State of Ohio and if so, a statement that Respondent is not in arrears in the payment of required taxes;
 - c. A statement of whether Respondent has offices or facilities in Ohio (i.e., sales offices, divisions, sales outlets or manufacturing facilities) or identify facilities that demonstrate Respondent's capital investment to Ohio (including commitments to make such capital investment as part of its proposal, as applicable); and
 - d. A statement of Respondent's actions that would reasonably be expected to employ Ohio residents, increase tax revenues in the area, provide opportunities to support local businesses and/or support community and social initiatives (i.e., local government, health and wellness, education, diversity and inclusion, philanthropic or other).

PART IV. MONTHLY STIPEND, MAXIMUM RATES AND FEE SCHEDULE/PREVAILING PRICE LIST

Pursuant to the form of Disabled Vehicle Services Contract, selected DVS Operators will be paid a monthly stipend of \$3,400.00 per Zone. Selected DVS Operators will not be permitted to assess charges to Turnpike Customers for parts, repairs, and labor in excess of those prevailing in their service area and as set forth in Exhibit 2 attached to the Scope of Services (<u>Appendix A</u>) which shall include the Commission's Maximum Rates and Fee Schedule and an operator's approved prevailing price list.

PART V. FORM DISABLED VEHICLE SERVICES CONTRACT REQUIREMENTS

In submitting a Proposal, the Respondent agrees to sign the form of Disabled Vehicle Services Contract attached as <u>Appendix D</u> incorporating the Scope of Services, subject to the Respondent's Proposal, within ten (10) days of the Commission's delivering of a notice of award.

PART VI. PROPOSAL SUBMISSION REQUIREMENTS

A Respondent's proposal to be responsive must consist of the following:

- A. The Respondent's Technical Proposal addressing the items described in the Scope of Services (Appendix A attached hereto).
- B. An explanation of any concerns, requested information or exceptions related to the RFP, Scope of Services or the Disabled Vehicle Services Contract (attached as <u>Appendix D</u>).
- C. A completed, signed and notarized Non-interest/Non-collusion Affidavit (see <u>Appendix E</u>) attached hereto; see also, Ethics Policy attached as <u>Appendix F</u> which is referenced in the affidavit).
- D. Completed and Signed Combination Affirmation and Disclosure Form (Executive Order 2019-12D and Executive Order 2022-02D) (see <u>Appendix G</u> attached hereto).

PART VII. INQUIRY SUBMISSION INSTRUCTIONS

All interested parties are welcome to submit specific questions or requests for clarifications of the RFP requirements. Respondents are expected to raise any questions, exceptions or additions they have concerning the RFP prior to the end of the Inquiry Period indicated on the cover page. These questions shall be addressed in writing and emailed to purchasing@ohioturnpike.org. Do not contact the Commission by phone. Do not direct questions regarding the RFP to anyone other than through the email address provided. At the completion of the Inquiry Period, a summary of all questions and Commission's will be compiled, posted the website answers on (https://www.ohioturnpike.org/business/doing-business-with-us/request-for-proposals), and provided via email to the interested parties on file. In the event that it becomes necessary to provide additional clarifying data or information or to revise any part of this RFP, addenda will be posted publicly (at the same link as answers) and provided directly to all recipients who have requested a copy of this RFP.

PART VIII. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals shall be organized, with an index, ordered in the same manner as the response items and Scope of Services requested by this RFP. Respondents must timely submit its Proposal electronically to purchasing@ohioturnpike.org in pdf format (separate pdf documents for the Technical Proposal and the Pricing Proposal) before the deadline specified on the cover page of this RFP. Paper copies received will be considered non-responsive.

PART IX. EVALUATION OF PROPOSALS

The Commission will form an Evaluation Team of Commission staff to review the submitted Proposals. A contract(s) may be awarded, if any award be made, on the basis of the responsive Proposal(s) which, in the judgment of the Commission, offers the best value to the Commission in terms of service and price. A Proposal will be considered responsive if the Proposal responds to all of the requirements of this RFP including <u>Appendix A</u> and contains no deviations that would affect the amount of the Proposal or otherwise create a competitive advantage. Award of a contract will <u>not</u> be based solely on the cost to the

Commission, but on a combination of factors. In determining the selection of a Respondent, the Commission will consider the Respondent's technical experience, conduct and performance on previous contracts (if any) and ability to execute the contract properly as well as the Schedule of Rates as indicated below.

Proposal evaluations will be based upon the numerical weighting set forth below:

A. Statement of the Respondent's understanding of the Scope of Work, its capabilities to meet the requirements of the RFP and its means and approach to performing the services, including how Respondent will approach responding to incidents from its business location, described in <u>Appendix A</u> –

15 raw points (30 weighted points)

- Understanding the Scope of Services 5 points (given a 2.0 weighted factor)
- Ability to meet requirements 5 points (given a 2.0 weighted factor)
- Approach to performing Services 5 points (given a 2.0 weighted factor)
- B. The Respondent's skills, reputation, experience, capabilities and expertise in performing the required services –

15 raw points (22.5 weighted points)

- Skills and expertise listed 5 points (given a 1.5 weighted factor)
- Overall response of references 5 points (given a 1.5 weighted factor)
- Reputation and experience detailed for performing the services 5 points (given a 1.5 weighted factor)
- C. The qualifications of the individuals proposed to perform services –

10 raw points (17.5 weighted points)

- Primary contact qualifications 5 points (given a 2.0 weighted factor)
- Qualifications of other staff 5 points (given a 1.5 weighted factor)
- D. General proximity of office(s) to the Turnpike –

5 raw points (not weighted)

- E. Respondent's good faith efforts to commit to a significant economic presence in Ohio. The determination of good faith efforts, which is graded as a "pass/fail", is based on consideration of the quality, quantity and intensity of the actions taken. "Significant Ohio economic presence" means "business organizations that (1) have sales offices, divisions, sales outlets or manufacturing facilities in Ohio or which facilities demonstrate capital investment to Ohio; and (2) pay required taxes to the State of Ohio; and (3) for corporations, are registered and licenses to do business in the State of Ohio with the offices of the Secretary of State. pass/fail
- F. Completion and submission of all items required under this RFP, and any exceptions or requested deviations pass/fail

G. Schedule of Rates (Pricing)— Evaluated separately from A-F above and after ranking respondents on their technical proposals.

5 raw points (given a 3.00 weighted factor) = 15 weighted points

The Commission may elect, after evaluation of Technical Proposals, to shortlist the most highly rated Respondents who would then be eligible to further proceed in the evaluation process. Consistent with the Commission's effort to obtain the best value in terms of service and price, Commission may request a written response of questions/clarifications on any significant weaknesses, deficiencies, and other aspects of its Proposal from each Respondent still being considered for award.

Final Technical Scoring

Information gained from the written responses (if any) will be used to determine the final Technical Score.

Schedule of Rates Scoring

The Evaluation Team will not receive or review the Schedule of Rates until after the Technical Proposals have been reviewed, scored and ranked. The basis for scoring the Schedule of Rates will be as indicated above, specifically 5 raw points (given a 3.00 weighted factor) for a total of 15 weighted points.

Final Proposal Scoring

The final Proposal scoring and ranking for the Respondents will be based on a total of 90 points (weighted) as shown above.

Best and Final Offer

If the Commission asks for and receives a "Best and Final" offer, the Commission will re-score the Final Proposal scoring and re-rank the Respondents.

Contract Award

Following the ranking of the Proposals submitted, the Commission may attempt to negotiate a mutually acceptable contract with the top-ranked respondent or respondents. If those negotiations are unsuccessful, the process will be repeated with the Respondent that submitted the next-ranked Proposal and so on. Following the final ranking of the Proposals submitted, the Evaluation Team may recommend award of a contract will be awarded, if any, which, in the sole judgment of the Commission, represents the best value to the Commission in terms of service and price.

PART X. OFFICE OF OPPORTUNITY AND INCLUSION

The Commission's Business Inclusion Program ensures that a business certified as a Small Business Enterprise (SBE) has the fullest possible opportunity to participate in a contract involving the expenditure of Commission funds. The program is administered by the Commission's Office of Opportunity and Inclusion (OOI), which reviews each proposed contract and determines if opportunities exist and if so, applies a goal to the proposed contract. In some cases, no goal is applied to a proposed contract due to a lack of opportunity and availability of certified businesses.

When a goal is identified in a Request for Proposals, the respondent must submit the documentation provided by the Commission to show how the respondent will meet the goal. When the goal is waived, respondents are strongly encouraged to use "good faith efforts" or necessary and reasonable actions that would reasonably be expected to attain SBE participation in the respondent's performance of the scope of work.

Additionally, whether the Commission applies a goal to a proposed contract or not, the program standards provide that the Commission may apply an evaluation credit of five percent (5%) to the total points awarded for responses received from SBE consultants to perform the personal or professional services set forth in the Scope of Services. The Commission will not apply this credit in the evaluation process for responses submitted in response to this Request for Proposals.

For questions about the Commission's Business Inclusion Program, please contact the Office of Opportunity and Inclusion at Opportunity.inclusion@ohioturnpike.org

PART XI. DEVIATIONS, EXCEPTIONS AND ADDENDA TO THE RFP

Respondents should raise any questions, exceptions or requested changes they have concerning the RFP during the Inquiry Period. If a Respondent discovers any ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, that Respondent should immediately notify the Commission of such error and request modification or clarification of the RFP in accordance with the procedures outlined in PART VII. In the event that it becomes necessary to provide additional clarifying data or information or to revise any part of this RFP, addenda will be issued and posted on the Commission's website (https://www.ohioturnpike.org/business/doing-business-with-us/request-for-proposals) to modify the necessary provisions of the RFP.

Respondents should specify in the Proposals whether they take exception to any of the Scope of Services or the form contract. If a Respondent fails to notify the Commission of a known error in the RFP, and a contract is awarded to that Respondent, that Consultant shall not be entitled to additional compensation or time by reason of the error or its later correction.

The Commission reserves the right to make changes to the scope of this RFP and to clarify any of the requirements, information and/or provisions of this RFP as it deems necessary. Any changes to the RFP will be made via addenda issued prior to the submission deadline. The Commission further reserves the right, if necessary, to extend the submission deadline.

PART XII. LEGAL REQUIREMENTS

The Respondent is required to adhere to the rules and regulations promulgated by the Commission and the State of Ohio and all terms and conditions set forth in this RFP. Additionally, the Respondent agrees to the following:

- A. A Respondent may withdraw or modify its proposal only if notice of such withdrawal or modification is prior to the proposal opening date as identified on the front cover of this RFP.
- B. Once opened, the Respondent agrees that its Proposal cannot be altered, modified or withdrawn.
- C. By submitting a Proposal, the Respondent acknowledges it has read this RFP, understands it, and agrees to be bound by the terms and conditions set forth herein.
- D. The Commission is not responsible for the accuracy of any information regarding this RFP that was gathered through a source other than the Commission's website or other than through the inquiry process described in the RFP.

The Commission reserves the right to:

A. Reject any and all Proposals in whole or in part;

- B. Require any Respondent to submit additional written or oral clarification of their Proposals and to meet with any, but not necessarily all, of the Respondents to obtain additional information and/or clarification and/or to negotiate terms of any Proposals submitted;
- C. May consider financial information other than the financial information required by this RFP as part of the evaluation process, including but not limited to credit reports from third-party reporting agencies.
- D. Negotiate the Price Proposal submitted by the top-ranked Respondent;
- E. Enter into a contract with the Consultant on the basis of the Proposal submitted, without written or oral modifications thereto; and
- F. Waive minor irregularities or minor technicalities noted in a Proposal when in the best interest of the Commission.

Under no circumstances will the Commission be responsible for any costs incurred by any Respondent in submitting a Proposal.

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.

- A. 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.
- B. Contractors and Consultants must complete the Affirmation and Disclosure Form, attached hereto as <u>Appendix G</u>, affirming the Contractor/Consultant understands and will meet the requirements of the above prohibition. During the performance of the Contract, if any award is made, if the Contractor/Consultant changes the location(s) disclosed on the Affirmation and Disclosure Form, the Contractor/Consultant must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

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.

- A. 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 a Contract, the Commission reserves the right to recover any funds paid for services the Contractor/Consultant 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 Commission in a Contract.
- B. The Commission will not make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of a Contract, the Commission reserves the right to recover any funds paid to Contractor/Consultant for purchases or investments in a

Russian institution or company. These provisions will expire when the applicable Executive Order is no longer effective.

C. The Contractor/Consultant must complete the Contractor/Subcontractor Affirmation and Disclosure Form, attached hereto as <u>Appendix G</u>, affirming the Contractor/Consultant understands and will meet the requirements of the above prohibition. During the performance of the Contract, if any award is made, if the Contractor/Consultant changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor/Consultant must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

Public Records Act. The Commission constitutes a "public office" and materials submitted in response to this RFP are potentially "public records" subject to disclosure under the Ohio Public Records Act found at Section 149.43 of the Ohio Revised Code. Respondents that deem any materials submitted in response to this RFP as excluded from the definition of "public record" (i.e., trade secrets) or otherwise exempt from disclosure under the law, must clearly mark the material so designated as "confidential." If the Commission receives a public records request encompassing the documents that a Respondent characterized as exempt from disclosure, the Commission will make reasonable efforts to notify the Respondent of the request. If the Respondent affirms that the materials at issue are exempt from disclosure, the Commission will cooperate with the Respondent to restrict or limit disclosure provided the Respondent agrees to defend the Commission or assume the costs and fees associated with the defense, including legal counsel acceptable to the Commission, necessary as a result of withholding the materials, and further agrees to indemnify and hold the Commission harmless from and against any claim, lawsuit or judgment arising from withholding the materials that the Respondent identified as exempt from disclosure.

PART XIII. RFP APPEAL PROCESS

Any aggrieved Respondent desiring to challenge the award of a contract as a result of this RFP must state its complaint in writing, through electronic submission in pdf format to purchasing@ohioturnpike.org within five (5) calendar days of notification of the contract award. Upon receipt of a timely challenge, one or more representative(s) of the Commission shall meet with the protesting party to hear its objections. ORC Chapter 119 shall not be applicable to such meeting. No final award shall be made until the Commission either affirms or reverses its earlier determination for such contract award.