OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

ADDENDUM NO. 3
ISSUED NOVEMBER 20, 2026

to

RFP NO. 19-2026
FOR WEBSITE AND INTRANET REDESIGN AND DEPLOYMENT

PROPOSAL DUE DATE: 5:00 P.M. (EASTERN TIME) DECEMBER 11, 2026

ATTENTION OF RESPONDENTS IS DIRECTED TO:

ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M. ON OCTOBER 27, 2026, AND THE FOLLOWING ATTACHMENTS:

1. **Revised RFP document**
2. **New Appendix A-2 – Clarifications to Requirements, Scope and Delivery**
3. **Revised Appendix B – Pricing Proposal**
4. **Revised Master, Design, Supply and Services Contract**
5. **New Appendix G – System of Preferences**

RESPONDENTS – PLEASE THOROUGHLY READ THE RFP AND APPENDICES.

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

Aimee W. Lane

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

November 20, 2026
Date

ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M. ON OCTOBER 27, 2026:

Q#3 Regarding the past-performance evaluation factor: our firm's recorded past performance is commercial (private-sector clients), not government. (a) Will commercial past performance be accepted as substantially equivalent, and (b) may we substitute client references, letters of recommendation, or a subcontractor's government past performance in place of government contract history?

A#3 If a Respondent cannot provide 3 government or public entity client references, a Respondent may provide comparable private-sector references, but the Commission reserves the right to provide a lower score to a Respondent that lacks considerable or meaningful government or public entity experience. Respondents can use identified subcontractor references as part of their submission.

Q#4 Regarding the scope: the notice states the project covers 'Website and Intranet Redesign and Deployment' but the detailed scope must be requested. (a) Is the Commission seeking a specific CMS platform (e.g., Drupal, WordPress, Sitecore), or will the contractor recommend one? (b) Does the scope include content migration, and if so, approximately how many pages/assets? (c) Does it include hosting, or will the Commission retain existing hosting?

A#4 (a) The Commission does not have a preferred CMS or cloud host and is open to proposals from respondents;(b) Yes. This information is not currently available and will be provided to the awarded vendor; (c)Yes, it includes hosting.

Q#5 Regarding integrations: does the intranet or public website require integration with existing Commission systems (e.g., E-ZPass customer accounts, traffic/toll data, HR or document management systems), and are APIs or documentation for those systems available to offerors?

A#5 The intranet or public website do not require integration with existing Commission systems and APIs or documentation for those systems will be made available to the awarded vendor.

Q#6 Regarding payment terms: the notice does not state when or how the contractor is paid. (a) What is the invoicing cadence (monthly, milestone-based, on acceptance)? (b) What are the payment terms (e.g., net 30)? (c) Is any portion payable in advance or upon deployment, with retainage until final acceptance?

A#6 See Article 5, Price: Payment to Contractor, of the Master Design, Supply and Services Contract, attached to the RFP as Appendix C.

Q#7 Regarding evaluation: what are the evaluation criteria and their relative weights (technical approach, past performance, price, team, demonstration, etc.), and is award to a single contractor or multiple?

A#7 Part IX (Evaluation of Proposals) of the RFP provides the evaluation criteria and scoring. The Commission intends to award to a single contractor as a result of this RFP.

Q#8 Regarding teaming: (a) Are subcontracting or teaming arrangements permitted, and must key personnel be W-2 employees of the prime? (b) Is a demonstration or prototype of the proposed solution required during evaluation, and if so, may it use a working prototype rather than a production system?

A#8 (a) Section 2.3 of the Master Design, Supply and Services Contract, attached to the RFP as Appendix C, provides: "The Contractor shall not assign, subcontract, or otherwise transfer its duties and/or obligations under this Contract, without the prior written consent of the Commission."

(b) A demonstration or prototype of the proposed solution are not required during evaluation.

Q#9 Regarding schedule: (a) Is there an expected contract start date and required go-live date for the redesigned website and intranet? Will a pre-proposal conference or additional Q&A round be held after the RFP document is released, given inquiries close October 27, 2026, and proposals are due November 20, 2026?

A#9 (a) The expected contract start date is February 1, 2027, and the expected go-live date is September 1, 2027. The Commission does not plan to hold a pre-proposal conference for this RFP. If questions are submitted after October 27, 2026, the Commission will use its discretion in whether a response by addendum is warranted.

Q#10 Could you please confirm whether respondents need to register or submit an intent to respond before submitting proposals by email?

A#10 Respondents are encouraged to register as a vendor; however, registration or the submittal of an intent to respond is not required prior to submitting a proposal. To register as a vendor, please go to OTIC Vendor Login.

Q#11 Could you please confirm whether the Commission has a preferred CMS or cloud host, or is open to proposals?

A#11 See A#4.

Q#12 For the traffic/travel restrictions, construction map and E-ZPass/toll payment integrations, could you please confirm whether these are existing systems with APIs to connect to, or new components in scope?

A#12 See A#5.

Q#13 Could you please confirm whether the intranet must integrate with Microsoft 365/Entra ID for single sign-on?

A#13 See Appendix A2.

Q#14 Is development performed outside the United States prohibited even if those personnel have no access to Commission data, credentials, systems, or environments?

A#14 See A#1 in Addendum No. 1.

Q#15 If any such offshore development could be permitted by waiver, must the waiver be obtained before proposal submission? What is the process and deadline for requesting it?

A#15 See A#1 in Addendum No. 1.

Q#16 Could our company participate as a disclosed subcontractor to a US or Ohio prime contractor, subject to Commission approval? Would the same offshore-service restriction apply to that subcontracted work?

A#16 See A#1 in Addendum No. 1. Yes. The same offshore service restrictions apply to subcontracted work.

Q#17 What evidence of significant Ohio economic presence is required at proposal submission, and does that requirement apply to a disclosed subcontractor as well as the prime?

*A#17 Since issuing this RFP, the Commission's policy has changed regarding Ohio economic presence. Instead of showing good faith efforts to commit to a significant economic presence in Ohio (Original RFP, PART III, Technical Proposal Requirements, Par. E), respondents must complete and submit **new** Appendix G, System of Preferences (**Revised** RFP, PART VI, Proposal Submission Requirements, Par. F – included with this addendum).*

*Under the new policy, Ohio or Border State respondents are entitled to a 2% evaluation credit and Veteran Friendly respondents are entitled to a 2% evaluation credit. Details are provided in **new** Appendix G – System of Preferences. However, an Ohio or border state respondent must **(1)** Pay required taxes to the state of Ohio or applicable border state; and (2) Be registered and licensed to do business in the state of Ohio with the office of the secretary of state or as required by applicable border*

state; and (3) Have ten or more employees based in Ohio or the applicable border state, or seventy-five percent or more of their employees based in Ohio or the applicable border state. A Veteran Friendly respondent must be certified with the State of Ohio as a veteran friendly business enterprise - https://development.ohio.gov/business/minority-business/business-certifications/veteran-friendly-business-enterprise-procurement-program

RFP, Part IX, Evaluation of Proposals has been revised to reflect the possible valuation credits for Ohio or border state respondents and Veteran Friendly respondents.

*The Revised RFP document and **new** Appendix G – System of Preferences are included with this addendum.*

Q#18 Could you please confirm whether a vendor based outside the United States is eligible to submit, and whether any Ohio or US registration, insurance or other certifications must be in place at proposal stage or only on award?

A#18 See A#1 in Addendum No. 1.

Q#19 The RFP permits respondents to submit exceptions to the proposed Master Design, Supply and Services Contract. Can the Commission clarify its willingness to consider substantive contract revisions appropriate to a digital services engagement, how those exceptions will affect proposal responsiveness and scoring?

Our legal review identified several provisions we would seek to address, including:

1. **Limitation of liability: Establishing a reasonable aggregate liability cap tied to contract fees and a mutual waiver of indirect and consequential damages, subject to agreed exceptions.**
2. **Indemnification: Narrowing the indemnification and defense obligations in Sections 14.1–14.3, clarifying responsibility for third-party claims and intellectual property exclusions, and addressing the provisions concerning claims against the Commission and workers' compensation immunity.**
3. **Scope and acceptance: Confirming that scope, deliverables, assumptions, dependencies, and objective acceptance criteria will be agreed upon before contract execution, with appropriate schedule adjustments for review delays, rejected deliverables, or scope changes.**
4. **Termination and payment: Providing for payment for services performed, noncancelable commitments, and reasonable wind-down costs upon termination for convenience, along with a contractor remedy for continued nonpayment.**
5. **Post-launch obligations: Clarifying how the two-year penetration testing and remediation requirements align with the contract term and 90-day warranty, and where respondents should include those costs in Appendix B.**

A#19 Any exceptions or suggested changes to the RFP Documents, including the contract, should be included as part of the proposal. Exceptions will be considered from the top-ranked firm. The Commission does not negotiate contract terms through the addendum process.

Q#20 Would the Commission prefer proposed revisions as a redlined contract, an exceptions matrix, or another format submitted with the proposal?

A#20 The Commission does not have a preference as to which format is used as long as exceptions are submitted with the proposal. See Part V of the RFP, which provides, in part: "Exceptions to the Contract must be submitted with the Proposal. ***Any exceptions provided after the Proposal due date will not be considered."***

Q#21 Article 7 requires a performance bond equal to 50% of the contract amount and references ORC 5537.07(D). Given that this engagement involves website, intranet, and software services, can the Commission clarify whether this statutory requirement applies to the services being procured, or whether the provision is a standard requirement intended for construction-related contracts?

If the bond is required for this engagement, please confirm:

- **The amount against which the 50% requirement will be calculated.**
- **The required bond duration and release conditions, including whether it must remain effective through final acceptance, the 90-day warranty, or the two-year security testing obligations.**
- **Whether the Commission would consider alternative performance security appropriate to a software services engagement, to the extent permitted by law.**

A#21 Per Section 5537.07 (D) of the Ohio Revised Code, a performance bond is required for every contractor awarded a contract involving expenditures in excess of five hundred thousand dollars ($500,000.00). The Performance Bond must equal 50% of the total contract price. The Performance Bond will be released once final acceptance is achieved and the 90-day warranty period begins.

The performance bond requirement will depend on the amount of the fee proposal of the awarded respondent. If the anticipated contract amount is below $500,000, but additional services would cause that contract amount to exceed $500,000, the Commission would not be able to move ahead with those additional services if there is no performance bond in place.

Q#22 Could you confirm whether there is a maximum file size or attachment limit for emailed proposals?

A#22 Files must not exceed 150 mb.

Q#23 Could you tell us whether the Commission has established a budget range or a ceiling for this project? A range determines how much of the redesign and intranet work we can responsibly scope.

A#23 A Request for Proposals is a competitive proposal process, and the Commission does not share its budgeting information because that would undermine the goal of a competitive proposal process. The Commission does not necessarily have a "ceiling" for this project, but, as with every Commission solicitation, the Commission must thoroughly evaluate the proposals received and determine whether the fees are reasonable and appropriate for the project.

Q#24 What systems / where are the current intranet and website hosted? (ie- Wordpress, Sharepoint)

A#24 The current intranet and website are locally hosted (on-premise) in the Commission's datacenter.

Q#25 How many users would need access to the intranet?

A#25 See Appendix A2.

Q#26 Is there an IDP that houses all user data or does the Commission leverage Active Directory + another tool?

A#26 See Appendix A2.

Q#27 Is there a budget range for the project?

A#27 See A#23.

Q#28 Is the intranet expected to run on a specific platform, like SharePoint?

A#28 See A#4.

Q#29 Please confirm whether project meetings and staff training may be held virtually.

A#29 The Commission is open to in-person, virtual or hybrid sessions for project meetings and staff training. Respondents should propose whichever method they feel is best. See Appendix A, Scope of Services, which provides on page 6: "It is expected the Contractor will gather information through a series of meetings with Commission staff to plan, design and implement the new website. These meetings can be conducted either in-person, remote or a combination but all travel expenses are the responsibility of the Contractor and will not be reimbursed by the Commission."

Q#30 Is there an approved budget or anticipated cost range for the implementation and any ongoing support?

A#30 See A#23.

Q#31 Is a Delaware-registered LLC eligible when part of its engineering team works remotely outside the United States? Are on-site attendance, Ohio registration, or specific certifications required?

A#31 See A #29. See also A#1 in Addendum No. 1.

Q#32 What general liability, professional liability/errors and omissions, and cyber insurance coverage is required? Must evidence be included at submission, or only after award?

A#32 Please refer to Article 11 of the Form Master Design, Supply and Services Contract attached as Appendix C to the RFP.

Q#33 Does the scope require a dedicated full-time developer or support team, or can ongoing maintenance be priced as a defined-hours service level plan? What is the expected term and SLA?

A#33 The scope requires a dedicated full-time developer or support team. Ongoing maintenance will be performed by the Commission. The Commission does not anticipate that an SLA is needed.

Q#34 Can a vendor use a proposed modern CMS and cloud hosting platform, or are there required technologies and hosting locations?

A#34 See A#4.

Q#35 Are electronic proposal submissions accepted? If so, which portal or email address is authorized? Are any hard copies mandatory?

A#35 Please see Part VIII of the RFP regarding Proposal Submission Instructions.

Q#36 Is a pre-bid conference or site visit mandatory?

A#36 No, a pre-bid conference or site visit are not scheduled or mandatory.

Q#37 Will the Commission provide documentation of the current Special Hauling Permit System's permitting algorithms, approval workflow rules, fee schedules, and payment criteria (or an export/read-only demonstration environment) so that we can scope the redesign accurately?

A#37 See Appendix A-1 included in the RFP.

Q#38 What is the approximate volume of permit applications processed annually, and how many existing permits (active and historical) would require migration to the new system? In what format is existing permit data stored?

A#38 Approximately 6,800 permit applications are processed annually. Approximately 54,000 permits from 2019 to present will require migration to the new system. Available export format is PDF.

Q#39 Is there an incumbent vendor or internal team that developed the current website and/or the Special Hauling Permit System, and is the Commission open to a new platform or CMS replacement versus an enhancement of the current environment?

A#39 The existing system was originally developed by a 3rd Party vendor but today is maintained by internal staff. See also A#4.

Q#40 Does the Commission anticipate enhancements beyond the functionality described in Exhibit A1, or should proposers treat Exhibit A1 as the complete functional baseline for fixed pricing purposes?

A#40 Appendix A1 and A2 provide the complete functional baseline for fixed pricing purposes. Additional scope would be subject to the proposed hourly rate submitted.

Q#41 Which cloud environment (e.g., Azure, AWS) does the Commission currently use or prefer for public-facing web hosting, and are there existing hosting arrangements or preferences that proposers should account for?

A#41 See A#11.

Q#42 Which ArcGIS products and versions are deployed in the Commission's hybrid environment, and are existing map services and configurations documented and available to the Contractor during discovery?

A#42 The Commission currently uses ArcGIS Pro and ArcGIS Online (both are ESRI software). Existing map services and configurations documentation will be made available to the awarded vendor.

Q#43 Is documentation and test access to the OHGO traffic data API available to proposers/Contractors, and are there licensing, rate limits, or restrictions on the use of OHGO data within the website?

A#43 See Appendix A, Scope of Services, Project Objectives (page 3). Vendors can go to OHGO's website for API information https://publicapi.ohgo.com/

Q#44 Are any CMS products currently licensed by the Commission, or is the CMS selection fully open (per WEB-21)?

A#44 See A#4.

Q#45 For the intranet: which identity provider is in use (e.g., Active Directory, Entra ID), and how should shared-terminal staff without individual AD logins authenticate to the intranet? Will the Commission support a lightweight identity solution for these users?

A#45 See Appendix A2.

Q#46 Does the Commission have existing E-ZPass/e-toll account system interfaces that the website must link to, or is linking to the existing E-ZPass pages the full extent of integration?

A#46 Linking to the existing E-ZPass pages is the full extent of integration necessary.

Q#47 How many on-site workshops does the Commission anticipate across the project, and in which project phases will they occur (e.g., discovery, design, permitting system requirements, UAT)?

A#47 See Q#48 regarding format and duration of workshops. Appendix A, Scope of Services, provides on page 6: "It is expected the Contractor will gather information through a series of meetings with Commission staff to plan, design and implement the new website. These meetings can be conducted either in-person, remote or a combination but all travel expenses are the responsibility of the Contractor and will not be reimbursed by the Commission." Therefore, on-site workshops are not mandatory.

Q#48 What are the expected format and duration of each workshop (e.g., single-day vs. multi-day sessions, anticipated headcount from Commission staff)?

A#48 The awarded vendor is expected to meet with each Commission department and the vendor, and the Commission can come up with an agreed format and duration. The anticipated Commission staff headcount is up to ten (10). Below is a list of Commission departments:

Executive
Accounting (including Customer Service Center)
Administration (including Human Resources, Office Services, Payroll, Safety Services, Radio Room)
Contracts Administration (including Procurement and Office of Opportunity and Inclusion)
Engineering (including Maintenance)
Audit and Internal Controls
Legal
Marketing and Communications
Service Plaza Operations
Technology
Toll Operations

Q#49 Must the Deputy Project Manager be a distinct individual, or may the role be filled by another named lead (e.g., the Software Manager or Quality Manager) where the team structure warrants it, so long as all required perspectives are present at each workshop?

A#49 The Deputy Project Manager does not need to be a distinct individual. This role may be filled by another named lead so long as the Commission is notified in advance.

Q#50 Would the Commission consider virtual or hybrid attendance for a workshop session on a case-by-case basis (e.g., weather or travel emergencies), with in-person attendance as the default commitment?

A#50 See A#47.

Q#51 Is the 50% performance bond (ORC 5537.07(D)) calculated on the total contract value including the warranty period, or on the value of services through final deployment?

A#51 See A#21.

Q#52 For the AI disclosure requirement, does the Commission's definition of AI tools cover general productivity tools used in proposal preparation and project administration (e.g., document editing assistance), or is it limited to AI functionality embedded in the delivered solution and its development pipeline? What level of detail is expected in the disclosure?

A#52 Yes. A general description of how the AI tool was used and the categories of information provided is sufficient. See Part III (F) of the RFP.

Q#53 Is the 90-day warranty the complete post-go-live support period, or does the Commission intend to procure ongoing maintenance, hosting, and support separately (either from the Contractor or otherwise) upon warranty expiration?

A#53 The end of the warranty period marks the end of post-go-live support. See also Appendix A2.

Q#54 Does the Commission have a target or anticipated budget range for this project that can be shared to support accurate scoping?

A#54 See A#23.

Q#55 Proposal requirements: Part IX lists "Significant economic presence in Ohio" as Pass/Fail. What does a Respondent need to show to pass? For a Respondent without an office in Ohio, is registration with the Ohio Secretary of State as a foreign entity, together with the statements in Part III.E, sufficient?

A#55 See A#17.

Q#56 Proposal requirements: Part III.C requests audited financial statements. If a Respondent does not have audited financial statements, will the Commission accept other evidence of financial ability, such as reviewed or compiled financial statements, a bank reference letter, a letter from a surety confirming bonding capacity, and a list of current contracts?

A#56 A business that does not have audited financial statements may submit similar financial statements attested to as complete, true and accurate by the company's Chief Financial Officer or similar officer, with a notarized signature. If the information provided with the proposal is not considered sufficient during the evaluation process, the Commission will likely contact the Respondent (if scored as a top ranked respondent) and request additional information and verifications.

Q#57 Proposal requirements: May the Respondent's experience (Part III.A) and the three client references (Part III.D) include work performed by a proposed subcontractor, if the subcontractor is identified in the proposal and will perform that portion of the work under this contract?

A#57 See A#3.

Q#58 Proposal requirements: Part III.F prohibits uploading Commission information into AI tools except as a productivity tool. Does this restriction apply only to preparing the proposal, or also to performing the contract, for example AI-assisted development tools used by the Contractor's developers on project code and content?

A#58 Please see Part III (F) regarding proposal requirements and Section 16.19 of the Form Contract regarding the use of AI during the term of the Contract.

Q#59 Staffing and meetings: WEB-20 requires the Project Manager, Deputy Project Manager, Software Manager and Quality Manager to attend workshops in person. How many on-site workshops does the Commission anticipate, and may any of them be held virtually?

A#59 See A #47.

Q#60 Staffing and meetings: WEB-3 allows the Deputy Project Manager to also serve as Software Manager. May one individual hold any other combination of the four roles, for example Project Manager and Quality Manager?

A#60 Yes, so long as the Commission is given advanced notice.

Q#61 Pricing: Should cloud hosting, CMS licensing and other recurring fees be included in the flat fees on the Pricing Proposal, or will the Commission pay them directly? If they are to be included, for what period?

A#61 See Appendix A2.

Q#62 Pricing: The scope requires semi-annual penetration testing for two years after go-live, which extends past the 90-day warranty period. How should that cost be shown on the Pricing Proposal?

A#62 See Appendix A2.

Q#63 Pricing: Other than additional services at the hourly rates, is any hosting, maintenance or support after the End of Warranty Period part of this contract?

A#63 See Appendix A2.

Q#64 Pricing: Is there a budget or estimated value for this project that the Commission can share?

A#64 See A#23.

Q#65 Technical: WEB-41 refers to the Commission's primary cloud region. Which cloud provider does the Commission use, and will the website be hosted in a Commission-owned account or a Contractor-provided account?

A#65 See A#4; see also Appendix A2.

Q#66 Technical: WEB-37 and WEB-38: please identify the Commission's identity provider and HR system, and describe the on-premises environment that will host the intranet.

A#66 See Appendix A2. The Commission uses UKG Pro HCM as its HRIS.

Q#67 Technical: For the Special Hauling Permitting System (Exhibit A1): what platform does the current system run on, how many permits are issued per year, how many permit records need to be migrated, and does the Ohio Hauling Permit System (OHPS) provide an API for integration?

A#67 See A#38. There are no API integrations on the website.

Q#68 Technical: Which payment processor or gateway does the Commission currently use for online payments (permits, unpaid tolls, refunds), and should the consolidated payment portal continue to use it?

A#68 The Commission currently uses FiServ for ohioturnpike.org website payment processing, which is today limited to Special Hauling Permits.

Q#69 Technical: For Pay Unpaid Toll and refund requests, what integration with the E-ZPass back-office system is expected, given that the E-ZPass account management system is outside this scope?

A#69 No integration is expected with the E-ZPass back-office system.

Q#70 Technical: Are the vendor registration portal and the Office of Opportunity and Inclusion certification portal to be rebuilt within this project, or linked to existing systems? If rebuilt, what system do they run on today?

A#70 Linking to the Vendor Registration Portal and Office of Opportunity and Inclusion certification portal is the full extent of integration necessary.

Q#71 Technical: Approximately how many pages and documents on the current website and intranet are to be migrated?

A#71 This information will be provided to the awarded vendor.

Q#72 Does the Commission have a target go-live date or a required project duration?

A#72 See A#9.

Q#73 Contract: Article 7 requires a performance bond of 50% of the contract amount. Is the bond amount based on the total flat fee only, and may it be reduced after Final Acceptance?

A#73 See A#21.

Q#74 Contract: Section 11 requires Ohio Workers' Compensation insurance. Does this apply to a Contractor whose employees are based outside Ohio and travel to Ohio only for workshops?

A#74 No. However, an awarded Respondent will still be required to show proof of workers' compensation insurance for their respective state.

Q#75 Contract: Does Ohio prevailing wage (Section 9.4) apply to the services under this contract?

A#75 Prevailing Wage does not apply to the services under this contract.

Q#76 What is the Commission's anticipated timeline between the award of the contract and the initiation of the project (the expected contract execution date)? Knowing the anticipated project start date will assist us in confirming the availability of the key personnel required to attend the on-site workshops.

A#76 See A#9. Commission staff anticipates presenting a contract award to the Commission at the January 19, 2027, Commission meeting. This date could change if the evaluation process takes longer than anticipated. After the Commission approves a contract award, there is a 5-day waiting period. See RFP, Part XIII. Commission staff will e-mail a contract award letter and contract documents to the awarded vendor after this 5-day period. Contracts are signed using DocuSign and the Commission will not sign a contract until the awarded vendor has provided all required submittals which will be listed in the contract award letter and include items such as proof of insurance, original bond, original affidavit, etc. After the contract is signed by all parties, the Commission's project management team will contact the vendor to set up a project kick off meeting.

Q#77 Attribution of public-sector references — Part III.D: May the three required public-sector client references be satisfied collectively through the prime contractor's and named subcontractors' corporate projects? Separately, may government projects performed by proposed key personnel while employed by other organizations count toward this requirement, or would those projects be considered only in evaluating personnel qualifications?

A#77 See A#3. Yes.

Q#78 Qualifying project scope and pilot engagements — Part III.A–D: May a municipal pilot or prototype that has not yet entered production qualify as one public-sector reference when the agency can verify the work and deliverables? Must each reference demonstrate both website and intranet redesign, or may relevant custom-application, integration, or portal-development work qualify?

A#78 Yes. Respondents are encouraged to submit their best selection of references to support their proposal.

Q#79 Financial statements — Part III.C: For privately held small businesses, would the Commission amend the requirement to accept CPA-reviewed financial statements or another specified package of financial-capacity evidence instead of audited financial statements?

A#79 See A#56.

Q#80 If audited statements remain mandatory, which fiscal years and financial reporting basis must the submission cover?

A#80 See A#56.

Q#81 Non-employee personnel and subcontractor approval — Part III.B; Appendix C, Section 2.3; Appendix F: May the required key-personnel roles be filled by named independent contractors or subcontractor personnel? For such personnel, what proposal-stage commitments or supporting agreements are required beyond the résumés, contact information, and affirmative ability statement specified in Part III.B?

A#81 See A#8. No additional documentation is required other than what is provided in Part III (B) of the RFP.

Q#82 Please also identify the process and timing for obtaining written approval of subcontractors identified in the proposal and Appendix F.

A#82 See A#8.

Q#83 Schedule and available funding — Appendix A, Project Milestones; Appendix C, Article 6: What are the anticipated commencement date and target production go-live date or implementation duration? May the website, intranet, and permitting application have separate approved production-release dates?

A#83 See A#9 and A#23. Yes, website, intranet, and permitting application will separate production-release dates. The website will be the first phase with the other items to follow.

Q#84 Is there an available budget range or funding ceiling that respondents should consider when developing the implementation approach?

A#84 See A#23.

Q#85 Approximately how many onsite workshops should respondents budget for, how long should each workshop last, and where will they occur? Beyond the required workshops, are any testing, training, or deployment activities expected to require onsite attendance?

A#85 See A #47.

Q#86 Existing technology and transition resources — Part II; Appendix A; Exhibit A1: During the proposal period, can the Commission provide a non-sensitive overview of the current website, intranet, and permitting technology stacks, databases, and architecture?

A#86 This information will be provided to the awarded vendor.

Q#87 Existing technology and transition resources — Part II; Appendix A; Exhibit A1: Please identify the availability of existing source code, export capabilities, interface documentation, and incumbent-vendor transition assistance so respondents can distinguish reusable assets from functionality requiring redevelopment.

A#87 This information will be provided to the awarded vendor

Q#88 Content inventory and content-production responsibilities — Appendix A, Project Objectives and Current Sitemap: Can the Commission provide approximate quantities of webpages, documents, images, videos, and other assets to be retained or migrated for the website and intranet?

A#88 This information will be provided to the awarded vendor

Q#89 Content inventory and content-production responsibilities — Appendix A, Project Objectives and Current Sitemap: Which content auditing, rewriting, new copy, graphics, photography, or video-production tasks should be included in the contractor's fixed fee, and which updated content and brand assets will the Commission supply?

A#89 As stated in Appendix A, the Commission will supply existing page content, documents, brand standards (logo, colors, fonts), and its existing photography and video library, and will be responsible for writing new copy. The Contractor's fixed fee should include the content audit/inventory, information architecture and navigation, migration and loading of existing content into the new CMS, light copy editing for web readability, and design assets created for the templates (icons, graphics, imagery treatments).

Q#90 Permit migration quantities and cutover — Exhibit A1: Given the requirement to migrate all existing permits, what are the approximate record counts, attachment volumes, and available export formats? Beyond the permit records themselves, which legacy customer accounts, revisions, audit histories, payment records, and other associated data must also be migrated?

A#90 See A#38; all permitting records should be migrated.

Q#91 Permit migration quantities and cutover — Exhibit A1: What service interruption, if any, is acceptable during the permitting-system cutover, and must applications continue to be accepted while migration is underway?

A#91 No service interruptions.

Q#92 In addition to implementing the OTIC permitting functionality described in Exhibit A1, what interaction is required with the Ohio Hauling Permit System? Please identify whether this involves links or user handoffs, authentication, application or status exchanges, payment information, or another interface, together with the authoritative system for each exchanged data type.

A#92 This information may be provided to the selected vendor.

Q#93 Permit-rule conflicts and validation — Exhibit A1, printed page 2: The steel-load criteria include vehicles exactly 11 feet wide or 112 feet long in both the automatic-approval and manual-review categories. Which routing rule should apply at those exact boundaries?

A#93 This information will be provided to the awarded vendor.

Q#94 Permit-rule conflicts and validation — Exhibit A1, printed page 2: Can the Commission provide authoritative decision tables, fee-calculation rules, and representative expected results, or identify how these will be validated and approved during discovery before development proceeds?

A#94 This information will be provided to the awarded vendor.

Q#95 Payment-portal boundaries and interfaces — Appendix A: Recognizing that development of the E-ZPass account-management system is excluded, which transaction types must the consolidated payment portal handle, and which will remain within existing payment systems?

A#95 The payment portal should be flexible based upon the Commission's needs. Per Appendix A, Consolidated Payment portal allowing standard online payment forms and allowing for full and partial payments based on configurable criteria.

Q#96 Payment-portal boundaries and interfaces — Appendix A: Please identify the required payment gateway, available interfaces, full/partial-payment rules, refund and reconciliation requirements, and the contractor's expected payment-security and PCI DSS responsibilities.

A#96 See A#68; additional information may be provided to the selected vendor.

Q#97 Vendor, certification, and procurement workflows — Appendix A: For vendor registration, Business Inclusion Program certification, and bid-submission functionality, which existing systems and back-office workflows will remain in use?

A#97 See A#70. The Commission is currently implementing SmartDocs for its vendor portal and the Commission uses B2Gnow for its Business Inclusion program.

Q#98 Vendor, certification, and procurement workflows — Appendix A: Please distinguish functionality that must be newly implemented from functionality that requires a link or integration, and identify the available interfaces and any associated data-migration requirements.

A#98 See A#70.

Q#99 Intranet scope and identity — Appendix A, intranet description; WEB-37 and WEB-38: Which employee functions must be delivered within the new intranet, and which will be supplied through existing HR, job-bidding, or training systems?

A#99 See Appendix A2.

Q#100 Intranet scope and identity — Appendix A, intranet description; WEB-37 and WEB-38: Please identify the current identity provider and HR system, approximate employee and administrative-user counts, and access policies that the solution must support for shared-terminal users without individual Active Directory accounts.

A#100 See A#66; see also Appendix A2.

Q#101 Available infrastructure — Appendix A, WEB-37 through WEB-47: For the required cloud website and on-premises intranet, what existing cloud accounts, primary U.S. region, on-premises compute/storage capacity, operating-system or database licenses, and network connectivity will be available?

A#101 See A#4.

Q#102 Available infrastructure — Appendix A, WEB-37 through WEB-47: Please identify any Commission-specific platform constraints and when development, testing, and production access can be provided. Where new on-premises capacity is needed, should respondents include its procurement in the proposal?

A#102 The Commission does not have specific platform constraints. Development, testing and production access will be provided to the selected vendor. New on-premises capacity will not be needed.

Q#103 Commission-specific integrations and survey-derived features — Appendix A: Beyond the published OHGO and ArcGIS documentation, which Commission-specific map layers, services, datasets, and access entitlements will be available? Please also identify the intended sources for roadway weather, crowdsourced navigation, and other real-time information.

A#103 The Commission only uses OHGO and ArcGIS documentation at this time.

Q#104 Commission-specific integrations and survey-derived features — Appendix A: For survey-derived goals not otherwise specified as required functions—such as peak toll-plaza volumes, customer-service statistics, regional traffic comparisons, and capital-project metrics—which must be delivered at initial launch, and what supporting data will be available?

A#104 These items are not expected to be delivered at initial launch and can be delivered in phases. Relevant supporting data will be provided to the selected vendor.

Q#105 AI-driven trip-cost estimator — Appendix A, AI Readiness and Semantic Architecture: What must the modular AI-driven trip-cost-estimator component demonstrate at initial go-live: a working customer-facing estimator, an integration-ready component, or another defined deliverable?

A#105 An integration ready component.

Q#106 AI-driven trip-cost estimator — Appendix A, AI Readiness and Semantic Architecture: Please identify the intended role of AI, available toll-calculation rules and data feeds, and the acceptance criteria for the component's outputs.

A#106 This information may be provided to the selected vendor.

Q#107 Appendix A, Deliverable 5; WEB-43 through WEB-47: Can the Commission provide the applicable data-protection and security policies referenced in the scope, including operational-data and audit-log retention requirements?

A#107 This information may be provided to the selected vendor.

Q#108 Please also identify the central logging/SIEM interface and any required backup, recovery, maximum-outage, or acceptable-data-loss targets for the website, intranet, and permitting system.

A#108 This information may be provided to the selected vendor.

Q#109 Appendix A, WEB-33; Appendix C, Section 3.5: For WCAG 2.1 AA acceptance, what remediation is expected for existing downloadable documents, archived material, video captions, and third-party maps or embedded services?

A#109 The vendor is not responsible for updating any existing material for WCAG 2.1 AA acceptance.

Q#110 Appendix A, WEB-33; Appendix C, Section 3.5: Is documented contractor testing sufficient, or is a separately commissioned independent accessibility assessment required? Please identify any required conformance-report format.

A#110 Documented contractor testing is sufficient; The vendor shall suggest the conformance report format.

Q#111 Performance measurement and sizing — Appendix A: WEB-29 references WEB-1, WEB-3, WEB-4, and WEB-5, which address staffing. Which performance requirements should that provision reference?

A#111 See Appendix A2.

Q#112 For WEB-32, what device/network test conditions, measurement period, and percentile should be used, including for pages containing maps or other third-party content? Beyond the aggregate hit counts supplied, are peak traffic, concurrency, or transaction-volume figures available for infrastructure sizing and load testing?

A#112 Vendor shall recommend best practices for data sampling and measurement, device test conditions, and simulated testing. Vendor shall recommend documented exceptions for embedded maps and third-party content.

Q#113 Training, user acceptance, and review scheduling — Appendix A: How many departments, content authors, administrators, and operational users should be included in training and user acceptance testing? What training-session quantities and delivery formats should respondents budget for, and what Commission participation and representative test data will be available?

A#113 See A#48. Content authors, administrators and operational users will be discussed with the selected vendor. Training of up to 5 users shall be included over 2 sessions. Training documents shall be provided in both Word and PDF formats. Information of Commission participation and representative test data may be provided to the selected vendor.

Q#114 Training, user acceptance, and review scheduling — Appendix A: WEB-10 gives a review period of up to 10 business days unless two documents are submitted in the same week. What review-duration assumption should be used when multiple documents are submitted during one week?

A#114 If two or more documents are submitted during one week, the Commission feels 10 business days is reasonable but may discuss the matter with the selected vendor to determine if a longer review period is appropriate under the circumstances. However, the Commission will have the final say on the matter.

Q#115 Appendix A, WEB-28 through WEB-31: Apart from the specified warranty corrective-work obligations and two-year security services, which ongoing duties must the contractor perform—for example monitoring, patching, backups, incident response, CMS administration, and user support?

A#115 See Appendix A2.

Q#116 Please identify the expected duration, support hours, and incident-response expectations, and distinguish contractor responsibilities from those the Commission will assume after handover.

A#116 The Commission assumes all responsibilities following the warranty period, following Final Acceptance.

Q#117 Appendix A, Deliverable 5: What systems and environments must be included in the pre-launch security testing and each semiannual penetration test—for example the public

website, CMS administration, permitting application, intranet, and supporting infrastructure?

A#117 All aspects of the solution should be included in pre-launch security testing and semi-annual penetration tests.

Q#118 Penetration-testing scope — Appendix A, Deliverable 5: Must the penetration tests be performed by an independent third party, and are there required testing standards, reporting formats, or retesting expectations?

A#118 See Appendix A2.

Q#119 Pricing and contract administration: For how long must the fixed-fee proposal cover recurring hosting, CMS licensing, third-party data/API subscriptions, monitoring, and security-service expenses? Which existing Commission-paid accounts or entitlements should respondents assume are available?

A#119 See Appendix A2.

Q#120 Pricing and contract administration: Please identify where the mandatory two-year penetration-testing and remediation costs should be allocated within Appendix B, whose phase categories end at the End of Warranty Period.

A#120 See Appendix A2.

Q#121 Appendix C, Sections 4.1, 7.1, and 11.3: Given the two-year post-go-live security obligations, what event or date constitutes the end of the contract term for annual performance-bond renewals and the start of the two-year post-contract cyber-insurance period?

*A#121 Article 4.1 of the Contract states "The Contract shall commence on the Effective Date until **Final Acceptance** as set forth in the Work Scope have been successfully completed to the satisfaction of the Commission and shall include **a 90-day warranty period after implementation and acceptance** by the Commission. The 90-day warranty period provided for in Article 12 herein, **shall commence on a date certain, as agreed upon by the Parties in writing, and such document shall be deemed part of the Contract documents."***

Q#122 Please clarify when the performance bond may be released and provide the Commission's required or preferred bond form.

A#122 See A#21.

Q#123 Within the specified monthly invoicing cycle, may respondents invoice an agreed percentage of completed work within an unfinished fixed-fee phase, or must invoiced amounts correspond to accepted sub-deliverables or completed phases?

A#123 See A#6.

Q#124 Please identify the required basis for valuing and substantiating these progress invoices.

A#124 This information may be provided to the selected vendor.

Q#125 Third-party software licensing — Appendix A: How should third-party commercial and open-source software licenses be addressed under the intellectual-property provisions? May those components remain subject to their applicable licenses while ownership of newly developed project-specific deliverables transfers to the Commission?

A#125 See Appendix A2.

Q#126 Third-party software licensing — Appendix A: Please identify any required treatment of these licenses in the proposal or contract exceptions.

A#126 See Appendix A2.

Q#127 Appendix C, Articles 5 and 13: If the Commission terminates for convenience before a fixed-fee phase is complete, how will approved work in progress and authorized, non-cancellable third-party commitments be valued and paid?

A#127 The parties would have to reach an agreement as to the value of work performed to date. The Commission is amenable to negotiating this language with the awarded respondent at the time of contract award.

Q#128 AI-assisted preparation and performance: Does the proposal-stage productivity-tool exception cover analysis of publicly distributed solicitation documents and drafting assistance, subject to the disclosures already required by Part III.F?

A#128 See A #52.

Q#129 What process and review timeframe will apply to requests for written approval to use Commission information in AI tools during contract performance, including the proposed trip-cost-estimator component?

A#129 Any use of AI tools during contract performance must be disclosed to and approved by the Commission; if the vendor intends to use AI tools during project performance this should be disclosed in the vendors proposal. See also A#143 and A#357.

Q#130 Regarding Part III, Section E(a): Is an out-of-state corporation required to obtain Ohio Secretary of State foreign-corporation registration before submitting its proposal, even if it does not currently maintain an office or employees in Ohio?

A#130 No, but the business must provide proof it is registered to do business in the State of Ohio at the time of contract award. If that documentation cannot be provided and the respondent is the top ranked firm, the Commission will have no choice but to move to the next ranked respondent. See also A#17.

Q#131 Would the Commission accept a commitment to obtain Ohio registration before contract execution if selected for award?

A#131 See A#130.

Q#132 If the company obtains Ohio registration but does not maintain a physical office or employees in Ohio, would that satisfy the Pass/Fail significant economic presence requirement under Part IX?

A#132 See A#17.

Q#133 Performance bond (Part V; Appendix C, Article 7.1) Article 7.1 requires a performance bond equal to 50 percent of the entire contract amount pursuant to ORC 5537.07(D). Please confirm whether the bond amount is calculated on the total flat fee reflected in Appendix B only, or whether it also includes estimated hourly amounts for additional services. Will the Commission accept an irrevocable letter of credit or another form of security in lieu of a surety bond?

A#133 See A#21.

Q#134 Part III.C requests audited financial statements from each Respondent. For privately held firms that do not undergo an annual independent audit, will the Commission accept financial statements reviewed or compiled by an independent certified public accountant, supplemented by a letter of financial capacity from the Respondent's bank or surety?

A#134 See A#56.

Q#135 The Proposal Evaluation Scoring Table lists significant economic presence in Ohio as a Pass/Fail criterion. For a Respondent that is registered and licensed with the Ohio Secretary of State and pays applicable Ohio taxes, but does not maintain a physical office or facility in Ohio, how will the Commission evaluate this criterion? Will commitments such as Ohio-based subcontractor participation, Ohio hiring during the contract term, or Ohio-based hosting and support be considered responsive to Part III.E.c and Part III.E.d?

A#135 See A#17.

Q#136 Part III.E.a asks Respondents to include a copy of the certificate or similar document confirming registration and licensure in Ohio. Where a Respondent holds a prior Ohio registration and is completing a filing to confirm current good standing, will the Commission accept evidence of the pending filing with the current certificate provided prior to contract award?

A#136 See A#17 and A#130.

Q#137 Part V states that exceptions to the Master Design, Supply and Services Contract must be submitted with the Proposal. Will the Commission consider exceptions that do not affect the Pricing Proposal or create a competitive advantage, and how will such exceptions be weighed in the responsiveness determination described in Part IX?

A#137 See A#19

Q#138 Exhibit A1 describes a substantial permitting application, including rules-based automatic approval and manual review routing, fee recalculation on revision, revision logging, a criteria and settings manager, and migration of all existing permits. Can the Commission provide additional detail on the system currently performing these functions, including the underlying technology, whether source code and technical documentation are available to the awarded Contractor, and whether the Commission's intent is a rebuild of this functionality or a re-platforming of the existing system?

A#138 This information may be provided to the selected vendor.

Q#139 Approximately how many special hauling permit applications are processed annually, and approximately what share currently resolve through automatic approval versus manual review? Approximately how many historical permit records are in scope for the data migration described in Exhibit A1?

A#139 See A#38

Q#140 The integrations list references both the Commission's permitting function and the Ohio Hauling Permit System. Please clarify the intended relationship between the two, including whether permit data is exchanged between systems and in which direction.

A#140 This information may be provided to the selected vendor.

Q#141 Scope of Services-Website Features and Integrations: Required Feature 6 describes a consolidated payment portal supporting full and partial payments. Does the Commission have an existing merchant services provider and payment gateway that the new site should integrate with, or is selection of a payment processor within the Contractor's scope? Please also confirm whether cardholder data will be handled entirely by the Commission's processor such that the website remains outside the PCI DSS cardholder data environment.

A#141 See A#68. The Fiserv iFrame, and therefore the website, is subject to PCI DSS scope.

Q#142 The Scope of Services states that the vendor is not responsible for development of the E-ZPass account management system. Please clarify the expected integration, for example whether the website links to a separately hosted E-ZPass portal, or whether single sign-on or data exchange with that system is within scope.

A#142 See A#46.

Q#143 Appendix A-AI trip-cost estimator: Required Feature 27 includes a modular component for an AI-driven trip-cost estimator based on real-time traffic and vehicle class. Given that the current site includes a Fare Calculator and the new site will integrate real-time OHGO data, can the Commission clarify the intended scope and expected behavior of this component, and whether it is required at initial go-live or anticipated as a defined later phase?

A#143 The AI Trip Cost estimator is required at initial go live and is intended to replace and enhance the existing Fare Calculator.

Q#144 WEB-21 requires the vendor to coordinate with the Commission to identify a cost-effective CMS, while Required Feature 14 lists several example platforms. Should Respondents propose a specific CMS in the Technical Proposal and price accordingly, or should the Technical Proposal describe a selection process with CMS license costs identified separately within the Pricing Proposal?

A#144 See A#4.

Q#145 WEB-37 requires the intranet to be hosted on-premises. Please confirm whether the Commission will provide and maintain the on-premises environment, including hardware,

operating system, network, and backup, with the Contractor responsible for application deployment and configuration.

A#145 See A#66; The Commission will maintain the on-premises hosting environment. See also Appendix A2.

Q#146 WEB-38 requires a single identity provider with the HR system as the source of truth and role-based access control. The Scope of Services also notes that many roadside and toll collection staff use shared terminals and do not have Active Directory logins. Can the Commission clarify how these staff are expected to authenticate to the intranet, and whether provisioning accounts for this population is within the Contractor's scope?

A#146 See Appendix A2.

Q#147 The Scope of Services describes intranet functionality including tailored dashboards, content feeds, human resources information, and training content. Approximately how many staff will use the intranet, what is the approximate volume of existing intranet content, and is migration of that content within scope?

A#147 See A#66; see also Appendix A2. Additional information may be provided to the selected vendor.

Q#148 On-site workshops: WEB-19 and WEB-20 require various on-site workshops attended in person by the Project Manager, Deputy Project Manager, Software Manager, and Quality Manager, with travel costs not reimbursed under Section 5.5 of the form contract. Approximately how many on-site workshops should Respondents assume for pricing purposes, and over what period?

A#148 See A#47.

Q#149 WEB-31 through WEB-36 establish numeric performance targets, including Core Web Vitals thresholds and CMS and API response times. Will these targets be measured against content and functionality under the Contractor's control, excluding third-party components such as the OHGO API, ArcGIS services, embedded video, social media feeds, and banner advertising? Separately, WEB-29 refers to thresholds aligned with WEB-1, WEB-3, WEB-4, and WEB-5, which describe project staffing roles. Please confirm the intended references.

A#149 See A#111 and A#112.

Q#150 Deliverable 5 requires semi-annual penetration testing results and remediation of critical findings within 30 days for two years following go-live. This obligation extends beyond the 90-day warranty period described in Article 12 and beyond the four milestones listed in

Appendix B. Which Appendix B line item should carry this cost, or should it be priced separately? Does the Commission require testing performed by an independent third party, or will the Commission conduct testing with the Contractor responsible for remediation?

A#150 See Appendix A2.

Q#151 Appendix B concludes at End of Warranty Period, while several requirements carry obligations into the two years that follow. Please confirm how Respondents should reflect those continuing obligations in the flat fee structure so that pricing is evaluated consistently across Respondents.

A#151 See Appendix A2.

Q#152 Is there a target go-live date or a required finish date?

A#152 See A#9.

Q#153 References (Part III.D): Is it mandatory that all three client references be governmental or public entities? Would the Commission accept private-sector client references, or references for work our proposed key staff performed at prior organizations, when that work matches the Scope of Services?

A#153 See A#3.

Q#154 Our firm was formed in 2026 and does not yet have audited financial statements. Would unaudited financial statements, a bank reference letter, or proof of bonding capacity be accepted instead?

A#154 See A#56

Q#155 For a U.S. firm based outside Ohio, is registration with the Ohio Secretary of State at the time of the proposal, plus the requested statements, enough to pass? Or does passing require an office or employees in Ohio?

A#155 See A#17 and A#130.

Q#156 What bond amount is required (for example, a percentage of the contract value), and does it cover the build phase only or also the two-year support period?

A#156 See A #21.

Q#157 Intranet: What platform runs the current intranet, and is staff sign-in expected through the Commission's existing identity system (for example, Microsoft Entra ID single sign-on)?

A#157 See Appendix A2.

Q#158 Hosting: Should the Respondent propose hosting in its own accounts, or will the Commission hold the hosting and CMS accounts in its name?

A#158 See Appendix A2.

Q#159 AI disclosure (Part III.F): If AI tools are used only to help write and edit proposal text, is a statement naming each tool, version and provider, and describing how it was used, enough to meet this requirement?

A#159 See A#52

Q#160 Eligibility: Given that profile (a U.S. firm formed in 2026, with private-sector client references and no audited financials yet), would our proposal be considered responsive? If there is a requirement we would not be able to meet, we would appreciate knowing before we prepare a full proposal.

A#160 See A#3 and A#56.

A#161 Is there a budget or not-to-exceed amount for the initial build and the 3-year term?

A#161 See A#23.

Q#162 Is a certificate of insurance required with the proposal, or only at award?

A#162 See A#32.

Q#163 Is OTIC willing to negotiate the performance bond requirement noted in Appendix C, Article 7? We recognize OTIC's interest in contract protections, and we have alternatives to discuss that provide similar coverage.

A#163 See A#21.

Q#164 Confirm whether an India-based remote development company is eligible to submit directly or participate as a subcontractor.

A#164 See A#1 in Addendum No. 1.

Q#165 Clarify any mandatory US presence, insurance, security or on-site delivery requirements?

A#165 See A#1 in Addendum No. 1.

Q#166 Audited financial statements (Part III.C): Part III.C asks Respondents to address financial ability "including audited financial statements from each Respondent." Will the Commission accept CPA-reviewed financial statements together with a bank reference letter and a surety letter of bond capability (for the ORC 5537.07(D) performance bond) as sufficient evidence of financial ability, or is a full audit an absolute requirement for responsiveness?

A#166 See A#56.

Q#167 Ohio registration evidence (Part III.E.a): Part III.E.a requires a statement that the Respondent is registered and licensed to do business in Ohio with a copy of its certificate included with the proposal. Our company is filing this month with the Ohio Secretary of State as a foreign limited liability company. If the certificate of registration is not issued by the November 20 proposal deadline, will the Commission accept evidence of filing with the Ohio Secretary of State together with the certificate to follow promptly thereafter, without rendering the proposal non-responsive?

A#167 See A#17.

Q#168 Performance bond at proposal time (Part V): Part V and Appendix C Article 7.1 place the performance bond (50% of the contract amount, ORC 5537.07(D), annually renewable, Ohio-authorized surety) at contract execution. We read the bond as a post-award, pre-execution requirement rather than a submission requirement; a notarized surety letter of bond capability will be included in our proposal. Please confirm this reading is correct.

A#168 The bond must be received at contract signing (the Commission will not sign the contract until the bond and other required submittals (i.e., proof of insurance) are provided.

Q#169 Intranet platform: is the Commission planning to keep its current intranet platform, or is it open to proposals that replace it with a different system? If you already run SharePoint, should proposals assume we build on it, or can we recommend an alternative with a clear migration path?

A#169 The Commission does not plan to keep its current intranet platform.

Q#170 Content scope: roughly how many pages does the public site have today, and how many are expected to move into the new build? Does that count include archived documents?

A#170 This information may be provided to the selected vendor.

Q#171 Ownership and support: will the Commission take over hosting and maintenance after launch, or should the proposal include ongoing support, and if so, for how long?

A#171 See Appendix A2.

Q#172 Is a non-US firm working remotely eligible to propose?

A#172 See A#1 in Addendum No. 1.

Q#173 What insurance, registrations and forms are required (e.g. notarized affidavits, EEO, DBE/EDGE), and can a foreign vendor satisfy them?

A#173 See A#32.

Q#174 Is there a pre-proposal meeting, and can it be attended virtually?

A#174 The Commission is not holding a pre-proposal meeting.

Q#175 Can any interviews or presentations be held by video?

A#175 If interviews or presentations are requested by the Commission, the Respondents will have the option to participate in-person or remotely.

Q#176 What CMS and intranet platform are in use today (e.g. SharePoint), and is a platform change in scope?

A#176 The Commission's current CMS is Sitefinity, and is the CMS for both the internal and external websites. See also A#4.

Q#177 Approximately how many pages/documents are on the public site and the intranet?

A#177 This information may be provided to the selected vendor.

Q#178 What is the required accessibility standard, the budget range, and the target launch date?

A#178 Accessibility standard – WCAG 2.1 AA compliance and ADA compliance
Budget range – see A#23
Target launch date – see A#9

Q#179 Platform (Appendix A, WEB-21). The Commission's current website runs on Progress Sitefinity. Will proposals that continue on the existing Sitefinity platform, upgraded and redesigned, be considered equally with proposals that recommend a new CMS?

A#179 Proposals will be reviewed and scored according to the scoring information presented in the RFP.

Q#180 Appendix B does not include a line for software licensing, hosting, or the semi-annual penetration testing required for two years after go-live. Should these recurring costs be included in the Total Amount, and if so, in which line?

A#180 See Appendix A2.

Q#181 Special Hauling Permit System (Exhibit A1). Please describe the current permitting platform, the approximate number of permit records to be migrated, the annual permit volume, and the payment processor currently in use.

A#181 See A#38.

Q#182 Are the Vendor Registration portal and the Office of Opportunity and Inclusion certification portal expected to be rebuilt, or integrated with an existing third-party system?

A#182 See A#70.

Q#183 Intranet (WEB-37 and WEB-38). Which identity provider and HR system does the Commission use, and what on-premises infrastructure will host the intranet?

A#183 See A#66; see also Appendix A2.

Q#184 Part III.C requires audited financial statements. For privately held firms that prepare reviewed financial statements, will reviewed statements accompanied by a CPA letter satisfy this requirement?

A#184 See A#56.

Q#185 Significant economic presence in Ohio (Part III.E). Will Ohio Secretary of State registration, together with the statements described in Part III.E(b) through (d), satisfy the Pass criterion for a Respondent that does not currently maintain an Ohio office?

A#185 See A#17.

Q#186 Does the Commission have a target go-live date or an estimated budget range for this project?

A#186 See A#9 and A#23.

Q#187 Use of AI (Part III.F). Part III.F permits the use of artificial intelligence only as a productivity tool. Does using an AI assistant to review the published RFP documents and help prepare a response fall within that use, provided the use is fully disclosed as required?

A#187 See Appendix A2.

Q#188 Addendum No. 1 (A#1) confirms that all locations where services are performed and Commission data is stored must be disclosed. For a cloud-hosted CMS where all Commission data is stored in U.S. data centers and all implementation work is performed by U.S.-based staff, does remote technical support access by the software manufacturer's personnel count as services performed outside the United States? If so, would a written attestation from the manufacturer that support access is limited to U.S.-based personnel satisfy the requirement?

A#188 Executive Order waiver decisions are made by the State of Ohio Department of Administrative Services ("Ohio DAS"), a separate state entity from the Commission. Respondents should disclose all relevant information on the combined affirmation form. If it appears a waiver must be requested for the selected respondent, the Commission would prepare a request for a waiver with input from the selected respondent and provide any additional information requested by Ohio DAS. The Commission cannot guarantee any particular outcome.

Q#189 Remote participation: Would a Florida-based vendor be eligible to complete the project entirely remotely, including development, meetings, interviews, deployment, and training? I reviewed Addendum No. 1 regarding U.S.-based service delivery and data storage, but wanted to confirm whether any on-site presence in Ohio would be required.

A#189 See A#29 and A#47.

Q#190 Are there specific insurance requirements (such as general liability, professional liability, or cyber liability), bonding requirements, or other vendor qualifications that we should be

aware of? If applicable, would these need to be satisfied at proposal submission or only upon award?

A#190 See A#21 and A#32.

Q#191 Vendor registration: Is registration with the Commission required before submitting a proposal, or only if selected?

A#191 See A#10.

Q#192 Is there an approved budget or anticipated spending range for this project that vendors should consider when developing their proposals?

A#192 See A#23.

Q#193 About how big are the public site and the intranet, page count and what CMS they run on today?

A#193 See A#4 and A#176.

Q#194 On the Addendum 1 US-only requirement, does that cover hosting and data location only, or all personnel too?

A#194 It covers hosting and data locations and all personnel.

Q#195 Pricing structure (Appendix B; Part IX). Appendix B asks for a flat fee (not an hourly rate) split across four phases — A. Discovery, Design, and Development; B. Testing and Go-Live Readiness; C. Final Acceptance; D. End of Warranty Period — with hourly rates listed only for additional services requested beyond the defined scope for one year following the End of Warranty Period. Part IX scores price as (average hourly rate × 250 hours) + total flat fee. Please confirm:(a) the four phase amounts are the contract price, payable on completion of each phase/milestone; (b) the hourly rates apply only to post-warranty additional services and are not a second price for the base scope; and (c) whether the End of Warranty Period amount is held until the 90-day warranty period ends.

A#195 See Appendix A2.

Q#196 Performance bond timing and base (Part V; Appendix C, Article 7.1). Article 7.1 requires a performance bond of 50% of the entire contract amount, renewable annually, under Ohio Rev. Code 5537.07(D). Please confirm: (a) the bond base is the total flat fee in Appendix B;

(b) when the bond must first be furnished — at contract signing (within 10 days of award, per Part V) or at commencement of work; and (c) whether the surety must be licensed in Ohio.

A#196 Yes, the surety must be licensed in Ohio. See also A#168.

Q#197 Ohio economic presence — pass/fail test (Part III.E; Part IX scoring table). The scoring table marks "Significant economic presence in Ohio" as Pass/Fail, and Part III.E asks for Ohio Secretary of State registration, Ohio tax status, Ohio offices/facilities, and commitments to employ Ohio residents or support local business. For an out-of-state respondent with no current Ohio office or facility: does registration with the Ohio Secretary of State, a clean Ohio tax statement, and stated commitments satisfy the pass/fail test, or is an Ohio office/facility itself required to pass?

A#197 See A#17.

Q#198 Audited financial statements (Part III.C). Part III.C requires "audited financial statements from each Respondent." For a small respondent, will the Commission accept reviewed or compiled statements in lieu of a full audit, or is an audited statement a responsiveness requirement? If an audit is required, is there a minimum period (e.g., most recent fiscal year only)?

A#198 See A#56.

Q#199 Intranet hosting and identity (Appendix A, WEB-37 and WEB-38). WEB-37 places the public website in the cloud and the intranet on-prem, and WEB-38 requires a single Identity Provider with the HR system as the source of truth and role-based access control. Please confirm: (a) does the Commission provision and operate the on-prem intranet environment, with the vendor delivering the intranet application into it; (b) which HR system is the source of truth; and (c) how should intranet access work for roadside and toll-collection staff who use shared terminals and do not have Active Directory logins?

A#199 See A#66; see also Appendix A2.

Q#200 E-ZPass boundary (Appendix A, sitemap; "vendor is not responsible for any development of the E-ZPass account management system"). The sitemap includes E-ZPass Hub, FAQs, retail locations, fare calculator, and Pay Unpaid Toll pages. Please confirm the vendor's scope is the public-facing pages and links into the Commission's existing E-ZPass systems, with no development of, or integration work inside, the E-ZPass account management system itself — and whether any E-ZPass APIs or data feeds are in scope for the fare calculator or payment pages.

A#200 See A#46.

Q#201 Special Hauling Permitting algorithms (Appendix A, required feature 5; Exhibit A1). The scope requires "a full redesign with compliance of the existing permitting algorithms and approval process." Will the Commission provide the existing algorithm specification and Ohio Hauling Permit System (OHPS) integration documentation during Discovery, or should respondents price on the assumption that the algorithms must be recovered from the current system?

A#201 This information may be provided to the selected vendor.

Q#202 CMS choice and licensing (Appendix A, required feature 14; WEB-21). Feature 14 lists CivicPlus, WordPress, Granicus, Drupal, and Adobe Experience Manager as examples, and WEB-21 asks the vendor to identify a cost-effective CMS. Please confirm: (a) the CMS is not mandated and a headless CMS is acceptable given the headless content API requirement (AI Readiness & Semantic Architecture); and (b) CMS licensing costs are to be included in the Appendix B flat fee rather than billed separately.

A#202 See A#4; see also Appendix A2.

Q#203 AI disclosure — what counts (Part III.F; Appendix C, Article 16.19). Part III.F requires disclosure of every AI tool, model, or platform used in the proposal, including name, version, and provider, plus an explanation of the model's logic and inputs, and prohibits uploading Commission information into AI tools except as a productivity tool. Please confirm the expected format and placement of that disclosure in the Technical Proposal, and whether AI-assisted coding or drafting tools used as productivity aids fall inside the disclosure requirement.

A#203 See Appendix A2.

Q#204 Schedule and workshops (Appendix A, Project Milestones; WEB-19/WEB-20; Part V). The RFP sets no calendar dates for the Discovery through Final Acceptance phases (the Commission meeting is noted as January 19, 2027, subject to change), and the Project Schedule is contractor-prepared (Appendix C, Article 6.2). Please confirm: (a) respondents should propose their own phase schedule in the Technical Proposal; (b) whether the Commission has a target go-live window; and (c) whether the in-person workshops required by WEB-20 are expected in Berea, with all travel at the contractor's expense and non-reimbursable.

A#204 See A#9, A#23 and A#47.

Q#205 Capability & Eligibility Disclosure: Are newly established U.S. LLCs without prior paid client references eligible to propose, or are prior paid government/commercial contracts mandatory?

A#205 See A#3.

Q#206 Funded Scope & Deliverables: What is the approved budget or funding range for initial CMS implementation/migration versus ongoing hosting, and what are the core acceptance criteria for the initial launch deliverable?

A#206 See A#23.

Q#207 Ownership & Licensing: What intellectual property, source-code ownership, or open-source/CMS licensing terms does the Commission require upon acceptance?

A#207 The Commission should retain all IP and source code. See also Appendix A2.

A#208 Compensation, Milestones & Payment Timing: Does the Commission permit deliverable-based milestone invoicing (including an initial mobilization/architecture milestone) for the implementation phase, what fees or retainage apply, and what is the payment method (e.g., ACH) and earliest realistic bank-clearing timeline following November 20, 2026 proposal evaluation and award?

A#208 See A#6.

Q#209 Is the 8.8 million hits page views, or are those actual individual hits to the web server?

A#209 This information may be provided to the selected vendor.

Q#210 Is the EZ Pass integration embedded content or an API-powered integration?

A#210 See A#46

Q#211 Does your internal IT support hosting an open-source app like Drupal internally?

A#211 No.

Q#212 Is the permitting system self-contained within the current CMs? If not, what is the nature of the integration with the external application?

A#212 Yes.

Q#213 What is the allocated or estimated total budget for the website and intranet redesign project?

A#213 See A#23.

Q#214 Should third-party CMS licensing costs and cloud hosting infrastructure costs be included directly inside the flat fee pricing proposal, or will OTIC procure cloud hosting infrastructure and CMS licenses directly?

A#214 See Appendix A2.

Q#215 Could OTIC provide peak concurrent user figures, monthly page view totals, and data/database storage requirements to assist in architecture planning?

A#215 This information may be provided to the selected vendor.

Q#216 May an out-of-state company submit a proposal before obtaining Ohio foreign business registration, provided registration is completed before contract execution?

A#216 See A#130.

Q#217 Is an established physical presence in Ohio required, or may the selected contractor perform services remotely?

A#217 See A#29 and A#47.

Q#218 What is the required bond amount or percentage of the total contract value?

A#218 See A #21.

Q#219 Must respondents demonstrate bonding capacity when submitting their proposals, or is the bond required only upon contract execution?

A#219 See A#168.

Q#220 Insurance Requirements: Are the insurance policies specified in Article 11 required at the time of proposal submission or only upon contract award?

A#220 See A#32.

Q#221 Insurance Requirements: May an out-of-state contractor obtain the required coverage after selection, provided all contractual requirements are satisfied before execution?

A#221 See A#32 and A #74.

Q#222 Has the Commission established an anticipated budget or funding range for this project? Does the anticipated budget include CMS licensing, hosting, third-party integrations, ongoing support, and post-launch security testing?

A#222 See A#23; see also Appendix A2.

Q#223 Existing Website, Intranet, and Infrastructure: What CMS platforms and hosting environments currently support the public website and employee intranet?

A#223 See A#4.

Q#224 Does the Commission intend to retain its existing infrastructure, or may respondents propose an alternative cloud-hosted architecture?

A#224 See A#4.

Q#225 Will the selected contractor receive access to existing system documentation, content inventories, and relevant integration specifications during discovery?

A#225 This information may be provided to the selected vendor.

Q#226 Special Hauling Permitting System — Exhibit A1: Is the selected contractor expected to rebuild the existing permitting system in its entirety, or integrate and modernize existing functionality?

A#226 Yes.

Q#227 Special Hauling Permitting System — Exhibit A1: Will the Commission provide existing permitting rules, application source code or technical documentation, database schemas, and migration requirements?

A#227 This information may be provided to the selected vendor.

Q#228 Special Hauling Permitting System — Exhibit A1: Are existing payment processing services and integrations expected to be retained?

A#228 Yes, however the vendor shall modernize and improve the permitting functionality.

Q#229 Special Hauling Permitting System — Exhibit A1: Can the Commission provide approximate volumes of historical permits and associated records requiring migration?

A#229 See A#38.

Q#230 Third-Party Integrations: Appendix A identifies integrations involving OHGO, ArcGIS, Ohio Hauling Permit System, E-ZPass services, and other external systems. Will the Commission provide the necessary API credentials, licensing, and technical access?

A#230 This information may be provided to the selected vendor.

Q#231 Third-Party Integrations: Are any of these integrations dependent on third-party approvals or development outside the selected contractor's control?

A#231 No.

Q#232 Third-Party Integrations: Should third-party subscription or licensing expenses be included in the respondent's fixed-fee proposal?

A#232 See Appendix A2.

Q#233 Intranet Access and Authentication: The RFP indicates that some employees use shared terminals and do not possess Active Directory credentials. Does the Commission have an established preferred authentication method for these employees?

A#233 See Appendix A2.

Q#234 Intranet Access and Authentication: Is the contractor expected to implement a new employee identity and access management solution, or integrate with existing Commission systems?

A#234 See Appendix A2.

Q#235 Intranet Access and Authentication: Are there specific requirements governing access from shared terminals?

A#235 See Appendix A2.

Q#236 Project Schedule and Delivery: Does the Commission have a target production launch date or required completion period?

A#236 See A #9.

Q#237 Project Schedule and Delivery: May respondents propose phased delivery for the public website, intranet, and permitting functionality?

A#237 See A#83.

Q#238 Are on-site discovery sessions, training, demonstrations, or deployment activities mandatory, or may these be performed remotely?

A#238 See A#29 and A#47.

Q#239 Post-Launch Support and Security Testing: Appendix A specifies semiannual penetration testing and remediation obligations for two years following go-live. Should the cost of all four anticipated penetration testing cycles be included in the fixed-fee proposal?

A#239 See Appendix A2.

Q#240 Post-Launch Support and Security Testing: Will the Commission provide an independent penetration testing provider, or must the selected contractor procure those services?

A#240 See Appendix A2.

Q#241 Post-Launch Support and Security Testing: What is the required warranty duration, and what ongoing maintenance and support obligations extend beyond that period?

A#241 See Appendix A2.

Q#242 Will the Commission accept relevant commercial-sector experience demonstrating comparable integrations, secure administrative systems, payment workflows, and enterprise application development?

A#242 See A#3.

Q#243 Are public-sector website and intranet projects specifically required as prior experience, or are they considered a preference during technical evaluation?

A#243 See A #3.

Q#244 Appendix A: Bid document indicates the request for a website hosted in the cloud and the intranet on-premises. Can you elaborate on the requirements behind having these hosted separately?

A#244 See Appendix A2.

Q#245 Exhibit A1: Can the Commission share any available technical architecture documentation and related materials for the current website, intranet, and the permitting system?

A#245 This information may be provided to the selected vendor.

Q#246 Appendix A: Please define the intranet functionality expected at launch. The RFP says it "may include" tailored dashboards, content feeds, Human Resources information, and training and development content. Which of these are required, and which are optional?

A#246 See Appendix A2.

Q#247 Appendix A: Is existing intranet content to be migrated? If so, how many pages and documents?

A#247 See Appendix A2; additional information may be provided to the selected vendor.

Q#248 System Requirements Ref: WEB-38: staff use shared terminals without AD logins. How should they authenticate under the single-IdP/RBAC requirement? Is kiosk or limited unauthenticated access acceptable?

A#248 See Appendix A2.

Q#249 WEB-32 sets no percentile, unlike WEB-35 and WEB-36. How and on which templates are these measured, and who is accountable for third-party content (maps, video, ads)?

A#249 See A#112.

Q#250 WEB-29 references WEB-1, 3, 4, and 5 (staffing). Did it intend WEB-32 onward (Performance requirements)?

A#250 See A#111; see also Appendix A2.

Q#251 Deliverables: Are all the of forms to be implemented or those to be linked out assumed to be out of scope? Example: core and contact inquiry forms link to www.ezpassoh.com forms.

A#251 All existing forms listed in Appendix A will need to be replicated and improved when possible.

Q#252 Appendix A, Introduction and Current Sitemap: About how many pages does the public website have today, how many does the intranet have, and which CMS does each one run on now?

A#252 This information may be provided to the selected vendor.

Q#253 Part III.C (page 2): We're a newer LLC, formed in August 2026, so we don't have audited financial statements yet. Would the Commission accept another form of evidence of financial ability for a newly formed entity, like a bank verification letter or reviewed statements?

A#253 See A #56.

Q#254 Part III.E.a (page 2) and Appendix D, paragraph 3: Does the Ohio registration certificate need to be included with the proposal on November 20, or can a Respondent that isn't registered in Ohio yet register after award and before the contract is signed?

A#254 See A #17.

Q#255 Would the Commission accept references from non-governmental clients with comparable website and integration work? We don't have public-sector website clients to list yet.

A#255 See A #3.

Q#256 WEB-29 ties the performance pass/fail thresholds to "WEB-1, WEB-3, WEB-4, and WEB-5". Those are staffing requirements. Should it say WEB-32 to WEB-36?

A#256 See A#111.

Q#257 WEB-38 requires a single identity provider fed by the HR system. The scope also says field and toll staff use shared terminals without Active Directory logins. How should intranet users on shared terminals be authenticated? Which identity provider and which HR system does the Commission use?

A#257 See Appendix A2.

Q#258 The contract term ends after the 90-day warranty (Art. 4.1). However, Deliverable 5 requires semi-annual penetration testing and fixes for 2 years after go-live. Which pricing line should cover this, and does the contract term extend to cover it? Must the testing be done by an independent third party?

A#258 See Appendix A2.

Q#259 Should CMS licensing and cloud hosting be included in the flat fee? If so, for how long, and who holds the license and the cloud account (WEB-41 refers to "the Commission's primary cloud region")? Which cloud provider is that?

A#259 See A#4; see also Appendix A2.

Q#260 Is ongoing maintenance or hosting after the warranty expected, or is it purely hourly?

A#260 See Appendix A2.

Q#261 Which tasks and payments are tied to lines C (Final Acceptance) and D (End of Warranty)? Are payments milestone-based or monthly (Art. 5.2)? Is there a retainage?

A#261 See Appendix A2.

Q#262 Is the AI trip-cost estimator (item 27) part of the base scope or an optional component? Can it be priced separately?

A#262 See A#143.

Q#263 Is the 50% performance bond calculated on the full contract amount, including any license or hosting pass-through costs?

A#263 See A#21.

Q#264 For a privately held firm, will reviewed financial statements be accepted in place of audited ones (Part III.C)?

A#264 See A #56.

Q#265 Technical scope: Permitting system (Exhibit A1): What platform and tech stack does it run on today? Is the source code available?

A#265 This information may be provided to the selected vendor.

Q#266 How many permits and attachments need to be migrated, and from how many years? What is the annual permit volume? How does it integrate with Ohio's hauling permit system (OHPS): API, data feed, or links only?

A#266 See A#38; additional information may be provided to the selected vendor.

Q#267 Payments: Which payment processor or gateway is used today? Should the "Pay Unpaid Toll" and E-ZPass toll payment features integrate with the existing back-office or customer service vendor? If so, is an API available?

A#267 See A#46.

Q#268 Are the Vendor Portal and the Office of Opportunity and Inclusion certification portal existing third-party systems to integrate with, or are they to be rebuilt?

A#268 See A#97.

Q#269 Several features need data feeds: performance metrics, incident response and clear times, toll plaza peak volumes, customer service wait times, roadway weather sensors and cameras, and benchmarked traffic statistics. What source systems hold this data, do APIs exist, and who owns delivering the data?

A#269 This information may be provided to the selected vendor.

Q#270 "Crowdsource navigation integration": is this Waze for Cities? Does the Commission already have a data-sharing agreement?

A#270 This information may be provided to the selected vendor.

Q#271 Intranet (WEB-37, on-prem): What on-prem infrastructure exists, and who provisions it? Is the job-bidding application in scope to rebuild? About how many staff will use the intranet?

A#271 See Appendix A2.

Q#272 Content migration: Roughly how many pages, PDFs, and media files are there, and is the vendor or the Commission responsible for migrating them?

A#272 This information may be provided to the selected vendor.

Q#273 Banner ads: Should they be managed through the CMS or an existing ad server?

A#273 Manual placement in the CMS.

Q#274 Does the Commission have a preferred CMS or existing licenses (WEB-21)? Is there a preference between open-source and commercial platforms?

A#274 See A#4.

Q#275 Is there a target or required go-live date? What is the expected Notice to Proceed date after the January 19, 2027 meeting?

A#275 See A#9.

Q#276 How many on-site workshops does the Commission expect (WEB-19/20)?

A#276 See A#29 and A#47.

Q#277 Are there page limits or a required format for the Technical Proposal?

A#277 There is no page limit for this RFP. Please see Part VIII of the RFP regarding the required format for submission.

Q#278 Part III, Item C asks for audited financial statements from each Respondent. Will the Commission accept CPA-reviewed financial statements or federal business tax returns from a small business that does not have audited statements?

A#278 See A#56.

Q#279 Exhibit A1 describes a Special Hauling Permitting System in addition to the website and intranet. May a Respondent propose the permitting system as a separate phase with its own schedule and price? And, with the Commission's prior written consent under Appendix C, Section 2.3, may a Respondent use a subcontractor for a defined portion of the scope?

A#279 A) No. B) See A#8.

Q#280 WEB-41 mentions the Commission's primary cloud region, and Deliverable 2 includes the CMS license. Which cloud provider does the Commission use today?

A#280 See A#4.

Q#281 Should hosting and any CMS license sit in the Commission's own account, paid at the provider's published rates? Or should they be included in the Appendix B flat fee? If included, for how many months after go-live?

A#281 See Appendix A2.

Q#282 What platform and database does the current permitting system use?

A#282 See A#38.

Q#283 About how many permit records are there, and how many years of archive?

A#283 See A#38.

Q#284 Which payment processor must the new portal keep using?

A#284 See A#46.

Q#285 WEB-38 and WEB-43 call for the Commission's identity provider with MFA. Which identity provider does the Commission use?

A#285 See Appendix A2.

Q#286 Should roadside and toll staff without Active Directory accounts reach intranet content from shared terminals without signing in (for example, by network location)?

A#286 See Appendix A2.

Q#287 Workshops (WEB-19 and WEB-20). The RFP notes that project meetings can be held in person, remotely or a combination. Would the Commission accept the design workshops over Microsoft Teams as well? If in-person attendance is required, about how many workshops do you expect, and over what time frame?

A#287 See A#29 and A#47.

Q#288 Cloud environment (WEB-37 and WEB-41). Which cloud provider is the Commission's primary cloud, and should the website be built in a Commission-owned account or tenant? After go-live, will the Commission pay cloud hosting and CMS license costs directly, or should those be in the flat fee, and for how long?

A#288 See Appendix A2.

Q#289 Intranet and identity (WEB-37, WEB-38 and WEB-43). What platform runs the on-premises intranet today, which identity provider do you use (Active Directory, Entra ID or something else), and which HR system will be the source of truth?

A#289 See A#66 and A#176; see also Appendix A2.

Q#290 Content and migration. About how many pages, PDFs and videos are on the current public site and intranet? Will the vendor migrate and rewrite content, or will Commission staff provide final content for the vendor to load?

A#290 This information may be provided to the selected vendor.

Q#291 Current platform and budget. Which CMS and hosting does the current site use, and does an outside vendor support it today? Can the Commission share a budget range or not-to-exceed amount?

A#291 See A#4, A#23, A#24, A#39, A#176 and A#193.

Q#292 Small business qualifications (Part III, items C and D). For a small business that doesn't produce audited financial statements, would the Commission accept reviewed statements, tax returns or a bank letter instead? If a respondent teams with a subcontractor, can the subcontractor's government references count toward the three required references?

A#292 See A#3 and A#56.

Q#293 May an India-based company participate if development, testing, and support would be performed remotely from India?

A#293 See A #1 in Addendum No. 1.

Q#294 If this requires a State waiver, is a waiver available for this procurement, who initiates the process, and must it be obtained before proposal submission?

A#294 See A #1 in Addendum No. 1. See A #188.

Q#295 Must respondents be registered and licensed to do business in Ohio at the time of submission? How would the significant economic presence requirement apply to an overseas respondent?

A#295 See A#1 in Addendum No. 1., A#17 and A#130.

Q#296 Are any additional vendor registrations or prerequisites required before submitting a proposal?

A#296 See A #81.

Q#297 Is a company incorporated outside the United States eligible to submit a proposal directly for this RFP?

A#297 See A #1 in Addendum No. 1.

Q#298 Is a US-incorporated entity, local office, or specific state registration required at the proposal stage or only prior to contract execution, if selected?

A#298 See A#130.

Q#299 Are offshore or hybrid delivery teams acceptable for development, migration, QA and ongoing technical support, provided appropriate project management and US-time-zone coordination are maintained?

A#299 See A #1 in Addendum No. 1.

Q#300 Are there mandatory minimum prior public-sector website/intranet projects, revenue thresholds, insurance limits or other corporate qualifications that must be met at the time of proposal submission?

A#300 Please refer to Part III of the RFP- Technical Proposal Requirements.

Q#301 If a proposer uses a US-based implementation, accessibility, hosting or support partner, are subcontractor credentials permitted to support portions of the technical response?

A#301 See A#1 in Addendum No.1.

Q#302 What CMS are you currently using?

A#302 See A#4.

Q#303 What are some things the team likes about the current CMS?

A#303 This information may be provided to the selected vendor.

Q#304 What are some things the team DOES NOT like about the current CMS?

A#304 This information may be provided to the selected vendor.

Q#305 Are you open to an open source CMS? (assuming it meets your requirements)

A#305 See A#211.

Q#306 Why does the team wish to manage the intranet on-prem but the public site in a cloud setup?

A#306 See Appendix A2.

Q#307 If a provider is cloud based and can meet standards like FedRAMP, would you consider hosting the intranet in the cloud solution along with the public site?

A#307 See Appendix A2.

Q#308 Approx how much revenue comes from your websites annually?

A#308 This information may be provided to the selected vendor.

Q#309 What is the current annual spend on CMS, hosting, ongoing support, etc?

A#309 This information may be provided to the selected vendor.

Q#310 What was the spend on the last website redesign & development effort?

A#310 This information may be provided to the selected vendor.

Q#311 For your current site, did your internal team build it or did a vendor? If the vendor, who was it?

A#311 See A#39.

Q#312 Are there any other state or local transportation / infrastructure agency websites that you hold in high regard that you'd like to model your site(s) after? If so, please give examples.

A#312 This information may be provided to the selected vendor.

Q#313 Are there any specific security compliance requirements like FEDRAMP, NIST, PCI, HIPAA, others? If so, please specify.

A#313 The vendor shall comply with compliance requirements as defined with the RFP. See also A#141 and A#407.

Q#314 Do you currently use anything to conduct accessibility scanning & reporting, and to help remediate issues? If so, please state.

A#314 No.

Q#315 About how many pages in total are your website(s)?

A#315 This information may be provided to the selected vendor.

Q#316 Is your team open to leveraging AI-assisted site-building tools to speed up templates, page designs, etc?

A#316 See A#129.

Q#317 Do you have a CDN and/or WAF in place currently (Akamai, Cloudflare, Imperva, etc)? If so, please specify which one. If no to the above, are you looking for the platform you select to offer this?

A#317 This information may be provided to the selected vendor.

Q#318 Please provide the average monthly page views that your in-scope sites receive (to nearest 100K is fine).

A#318 This information may be provided to the selected vendor.

Q#319 Are there any integrations not mentioned in the RFP document to be mindful of?

A#319 No.

Q#320 Is there any non-CMS content that would need to be search from the site search function?

A#320 No.

Q#321 Are the audited financial statements (Part III.C) and the three government references (Part III.D) required for a proposal to be responsive, or are they scored? Would a newer firm be considered if it provides alternative financial evidence?

A#321 Proof of Financial Capacity and three (3) client references are required for a proposal to be considered responsive. See also A#3 and A#56.

Q#322 Can a named US-based subcontractor or teaming partner's experience, insurance or bonding satisfy the qualification requirements?

A#322 See A #1 in Addendum No. 1

Q#323 Is there a target budget range, target go-live date or expected project duration?

A#323 See A#23.

Q#324 WEB-29 cites "WEB-1, WEB-3, WEB-4, and WEB-5" for thresholds. Did it mean WEB-32 through WEB-36?

A#324 See A#111; see also Appendix A2.

Q#325 Should the price include CMS license fees, and if so, for what term?

A#325 See Appendix A2.

Q#326 1. What is the budget range for this engagement? Please select from one of the following:

a. $200K-$350K
b. $350K-$500K
c. $500K-$750K
d. $750-$1M
e. $1M-$1.5M
f. $1.5M+

A#326 See A#23.

Q#327 What is the target go-live date for this project? Is there a Minimum Viable Product that gets launched first and then updates with increased functionality is released in phases?

A#327 See A#9 and A#83.

Q#328 Are there any in-flight projects (Toll Collection System Modernization, E-ZPass back office, the 2024-2028 toll schedule) that constrain the go-live date or the integrations?

A#328 No, there are no current in-flight projects that constrain the go-live date.

Q#329 Appendix B calls for a flat fee but also mentions “estimated hours”. Which governs?

A#329 Flat fee.

Q#330 After the 90-day warranty, who pays for CMS licensing, cloud hosting and ongoing support? Should those be priced as options?

A#330 See Appendix A2.

Q#331 Is the semiannual pen testing for two years done by us or by a third party? Who pays the testing fees?

A#331 See Appendix A2.

Q#332 How many on-site workshops in Berea does the Commission anticipate, and roughly how many documents will go through the two-cycle review process?

A#332 See A#29, A#47 and A#114.

Q#333 Is there an incumbent vendor for the current site and permitting system, and what CMS and hosting platform are in use today?

A#333 See A#39.

Q#334 Permitting System: How many permits need migrating, from what system and in what format? Can we see the current permitting database schema and rules?

A#334 See A#37 and A#38.

Q#335 Permitting System: Does the consolidated payment portal need to reconcile to a back-office finance or ERP system? If so, which one, and who is the merchant of record?

A#335 No.

Q#336 Permitting System: Are the permitting rules documented, or do we have to reverse-engineer them from the live system? Who on staff can validate them?

A#336 See A#37.

Q#337 Permitting System: Does the permit application integrate with the Ohio Hauling Permit System (OHPS), or only link to it? Is the integration read-only or two-way?

A#337 This information may be provided to the selected vendor.

Q#338 Permitting System: Which payment processor handles permit fees today? Does the Commission require a specific one?

A#338 See A#68.

Q#339 What is the interface to the E-ZPass account system (API, hosted pages, single sign-on or link-out)? Who owns it, and will they support integration work?

A#339 See A#46.

Q#340 Does the consolidated payment portal replace the existing payment flows (unpaid tolls, permits, refunds), or add a layer on top? What PCI level is expected, and who carries it?

A#340 This information may be provided to the selected vendor.

Q#341 Which ArcGIS environments exist today (Online and Enterprise), and who maintains the work zone and incident data layers?

A#341 See A#42.

Q#342 Are the OHGO API terms and rate limits suitable for the expected traffic? Any caching requirements?

A#342 See OHGO.com for the public API documentation.

Q#343 Is there an existing Waze for Cities or similar crowdsourced data partnership?

A#343 This information may be provided to the selected vendor.

Q#344 Which cloud provider and region does the Commission use today, and will the environment be provisioned in a Commission-owned tenant or vendor-owned? Who pays ongoing cloud consumption after warranty?

A#344 See A#4; see also Appendix A2.

Q#345 Which email or alert platform (for example GovDelivery, Constant Contact) sends Customer Connection and travel alerts today, and are SMS or push alerts in scope?

A#345 This information may be provided to the selected vendor.

Q#346 Is there an existing ad server or ad sales process for banner placements, and what is the current annual ad revenue baseline?

A#346 See A#273.

Q#347 Can video be hosted on a third-party platform (YouTube, Vimeo, Wistia) embedded through the CMS, or must video be stored in the Commission's cloud?

A#347 Yes.

Q#348 CMS, content and design: Will the commission supply brand guidelines, photography, video and brand assets?

A#348 Yes.

Q#349 CMS, content and design: Is there an updated vision for the brand experience? If not, could we provide that as an optional add-on service?

A#349 No.

Q#350 CMS, content and design: Is blog comment moderation handled by Commission staff, and what are the retention requirements for comments and form submissions under Ohio public records rules?

A#350 Yes. The CMS shall allow for configurable retention policies.

Q#351 Approximately how many pages and documents (meeting archives, bid archives, engineering documents, RFP archives) must be migrated and made searchable? What is the archive policy under Ohio public records rules?

A#351 This information may be provided to the selected vendor.

Q#352 CMS, content and design: Will copywriting and SEO content support be needed, or will this be written by the Commission?

A#352 See A#89.

Q#353 Who are the stakeholders for design approval? How many people sit on the review team?

A#353 See A#48.

Q#354 Intranet and identity: What on-prem environment hosts the intranet (OS, database, web server)? Who administers it?

A#354 See Appendix A2. Additional information may be provided to the selected vendor.

Q#355 Intranet and identity: Which identity provider is in use? Which HR system is the source of truth, and is there an integration API?

A#355 See A#66; see also Appendix A2. Additional information may be provided to the selected vendor.

Q#356 How should staff on shared terminals without Active Directory logins authenticate (kiosk mode, shared account, badge)?

A#356 See Appendix A2.

Q#357 AI-readiness: What does "AI estimator integration" require: a working component, or a documented interface for a future build? Which data feeds should it use?

A#357 The AI-driven trip-cost estimator is to be included within the proposal, and the vendor shall recommend an approach to delivering this functionality. Data needed to estimate a trip can be pulled from various internal and external data feeds as defined within Appendix A

Q#358 Is there a target AI platform or an existing chatbot plan the content API should serve?

A#358 No.

Q#359 Compliance and Proposal Mechanics: May we use AI tools as a productivity aid in our own work, such as drafting, code assistance, and QA? What counts as "productivity tool only" for the AI disclosure?

A#359 See A#52

Q#360 Compliance and Proposal Mechanics: Is a third-party accessibility audit or VPAT required before launch?

A#360 Yes, but the audit is not required to be completed by a third party.

Q#361 Please share the Commission's data protection, data classification and log retention policies

referenced in the deliverables.

A#361 This information may be provided to the Selected Vendor.

Q#362 Please clarify whether all vendor and subcontractor personnel must physically perform every project activity in the United States, including remote maintenance/support, and whether temporary work from outside the U.S. is prohibited.

A#362 See A#1 in Addendum No. 1.

Q#363 Please identify the applicable minimum comparable-project/staffing requirements, or any mandatory onsite activities.

A#363 See A#29 and A#47; see also Appendix A, WEB-20.

Q#364 Audited financial statements (Part III.C, page 2). How many fiscal years of audited financial statements should Respondents provide? If a Respondent does not have audited statements, will the Commission accept CPA-reviewed financial statements?

A#364 See A #56 and A #198.

Q#365 Disclosure of AI use (Part III.F, page 2). Does using a commercially available AI tool to help draft, edit or format the Respondent's own proposal text count as use "only as a productivity tool"? For such a tool, is it sufficient to state its name, version and provider, the purpose for which it was used, and the source material provided to it, as the "explanation of the AI model's logic and inputs"?

A#365 See Appendix A2.

Q#366 WEB-29 (Appendix A, page 7) refers to pass/fail thresholds "aligned with WEB-1, WEB-3, WEB-4, and WEB-5," which are personnel requirements. Should these references be to the performance requirements WEB-32, WEB-34, WEB-35 and WEB-36?

A#366 See A#111.

Q#367 Penetration testing (Appendix A, Deliverables, item 5, page 1). The vendor is to provide semi-annual penetration testing results and remediate critical findings for two years following go-live, but the Contract term ends with the 90-day Warranty Period (Appendix C, Section 4.1) and the Pricing Proposal (Appendix B) has no line for services after that period. How should Respondents price this obligation, and will the Contract term extend to cover it?

A#367 See Appendix A2.

Q#368 Hosting and CMS licensing (Appendix A, Deliverables, item 2, page 1; WEB-21, page 6). For what period should cloud hosting and CMS license costs be included in the Pricing Proposal, and will the cloud subscription and CMS license be held in the Commission's name or the Contractor's?

A#368 See Appendix A2.

Q#369 Ohio Hauling Permit System (Appendix A, Introduction, integration 3, page 1; Exhibit A1). The website integrations include "Permits (OTIC + Ohio Hauling Permit System (OHPS)),"" while Exhibit A1 describes the Commission's own permitting functionality. What integration with OHPS is expected: a link, an exchange of permit data, or another form? If data is exchanged, does ODOT provide an interface for it? Also, approximately how many existing permits, and covering how many years, must be migrated?

A#369 This information may be provided to the selected vendor.

Q#370 Vendor and Business Inclusion Program portals (Appendix A, feature 11, page 3; Business and Engineering forms 8–10, page 13). The current vendor registration appears to run on the Commission's website, and vendor invoicing runs on a separate vendor portal. Please confirm that the new website should provide vendor registration and the SBE certification and compliance functions, while the vendor invoicing portal remains separate and is linked. On what system does the Office of Opportunity and Inclusion certification log-in run today?

A#370 See A#97.

Q#371 Submission (Part VIII, page 3). Is there a maximum attachment size for email to purchasing@ohioturnpike.org, and if the Technical Proposal exceeds it, how should Respondents submit it?

A#371 See A#22.

Q#372 Audited financials. Part III.C requires "audited financial statements from each Respondent," and there's no "or equivalent" language. It seems you have the right to pull third-party credit reports. Would a web design form not be considered if they don't agree to that?

A#372 See A#56. The Commission requires some form of proof of financial capacity to perform the Scope of Services.

Q#373 Insurance: You specify we need $1M/$2M general liability, $2M cyber liability that's kept in force for two years after the contract ends), $1M auto, a $2M umbrella, and Ohio workers' comp. And naming the Commission as an additional insured might require an additional annual cost to build into the budget. Is this non-negotiable?

A#373 Any Insurance requirements will be discussed with the awarded vendor.

Q#374 Is this more of a software build, opposed to a website redesign? The title says "website redesign," but Appendix A describes a large systems-integration project, so we're really not sure what the project entails. These items don't relate to a website project:

• "A full rebuild of the special hauling permit system. This includes a rules engine for weight, axle, and dimension criteria, automatic approve/deny/review routing, fee recalculation, revision logs, blacklisting, radioactive-shipment and military-convoy workflows, and migration of all existing permit data." Is a "hauling permit system" a construction, or a web design, requirement?

• "Strict performance targets: pages must load in under 1.8 seconds on mobile, plus WCAG 2.1 AA compliance, a headless content API." Our concern is a "headless content API" In a traditional setup like WordPress, the database and the website design are permanently linked together. In a headless setup, the "head" (the visual front-end layer) is completely removed. Would building a website in Wordpress even be considered?

• "Semi-annual penetration testing for two years after go-live, with critical findings fixed within 30 days. That obligation runs well past the contract term, which ends after a 90-day warranty." Is that really required for a website project?

• "Required staffing: a Project Manager, Deputy PM, Software Manager, and Quality Manager. All four must attend on-site workshops in Berea in person." These positions are not related to web design firms, so are they critical to have to be considered?

A#374 The project includes the website redesign, CMS integration, permitting functionality, and other requirements as defined within Appendix A. The UX shall present functionality to both customers and admin users. See answer to Q.62 regarding the change to the duration of the Agreement. Regarding the required staffing, these roles are applied to the responsible team members performing the work.

Q#375 Everything is flat-fee: design, development, CMS license, testing, and warranty. It's unclear who pays ongoing cloud hosting, CMS license renewals, and the two years of pen testing. Can you clarify who pays for that?

A#375 See Appendix A2.

Q#376 Price is 40% of the score, and the formula rewards the lowest bid. That's an unusual criteria because it seems to give too much weight to cost, opposed to rewarding a firm that shows better work and comprehension of the project. Is that formula set in stone?

A#376 Please refer to Part IX of the RFP – Evaluation of Proposals for more information.

Q#377 No credit for being a small business. This suggests you're looking for larger companies to work with, which many web design firms aren't. Do you have a number in mind for the web design forms number of employees or annual billing?

A#377 No.

Q#378 Contract terms: Termination for convenience (13.2) has no payment provision. Nothing says we would get paid for work completed or costs incurred if you cancel. And "for convenience: is such a vague term, it's a concern. Can you expand on what "for convenience" means?

A#378 See A#127. Termination for convenience is a common contract provision which generally means the Commission may terminate the contract for any or no reason. As provided in Part VI, Par. C of the RFP, respondents shall include any exceptions to the form contract with the proposal. If the respondent is the top ranked respondent, the Commission and the respondent will attempt to successfully negotiate the identified contract terms. If the parties are not able to successfully negotiate a contract, the Commission may move to the next top ranked firm.

Q#379 Contract terms: Indemnification is uncapped and covers "any breach," not just negligence. It is also expressly not limited by our insurance limits. We're not comfortable waiving claims against the Commission unless the damage is due solely to their negligence. Is that for construction projects or web design projects?

A#379 As provided in Part VI, Par. C of the RFP, respondents may include any exceptions to the form contract with the proposal. If the respondent is the top ranked respondent, the Commission and the respondent will attempt to successfully negotiate the identified contract terms. If the parties are not able to successfully negotiate a contract, the Commission may move to the next top ranked firm. The form contract is a furnish and install type contract specific to the web design project.

Q#380 Contract terms: Broad payment withholding (5.3) and back charges (5.4), including withholding for "any other material claim" you assert. Can you expand on what "any other material claim" has been in the past?

A#380 Examples are provided in (A)-(C) of 5.3, but a possible example would be nonperformance or unsatisfactory performance and a failure to cure or correct after receipt of reasonable notice. Additionally, while rare, the Commission has withheld payments to vendors that continue to incorrectly bill the Commission with no basis under the contract or payment terms and no effort to correct the obvious errors and mistakes in future billings. This often results in resolution through meetings and discussions.

Q#381 Is the future public website expected to be hosted in an existing Commission-owned cloud account, such as Microsoft Azure or Amazon Web Services, or should the selected vendor provision a new cloud environment as part of this project?

A#381 See A#4; see also Appendix A2.

Q#382 What platform or system does the Commission currently use for the permitting application, such as a custom application, Microsoft Dynamics 365 or another solution?

A#382 See A#39.

Q#383 Appendix A, Exhibit A1: Does the Commission prefer custom application development or configuration of a commercial off-the-shelf product, such as Microsoft Dynamics 365 or another platform, for the permitting application redesign?

A#383 No preference exists.

Q#384 The RFP states that the vendor is not responsible for development of the E-ZPass account management system and also requires a consolidated payment portal that supports standard online payment forms and full or partial payments based on configurable criteria. Should the redesigned website link to or integrate with the existing E-ZPass Ohio website, or should the new public website include payment and e-commerce functionality?

A#384 See A#46 for information related to E-ZPass integration. The new payment portal functionality would be built for site visitors to pay the Turnpike for items not related to tolls, i.e. property damage payments, etc.

Q#385 The current vendor portal uses SmartDocs. Does the Commission intend to retain SmartDocs and link or integrate it with the redesigned website, or is replacement of SmartDocs included in the scope?

A#385 See A#97; replacement of SmartDocs is not included in scope.

Q#386 Does the Commission have a preference to retain or move away from its current Sitefinity CMS? The RFP lists both open-source and enterprise platforms as examples. Does the Commission have a preference for either model?

A#386 See A#4.

Q#387 What video-streaming platform, if any, does the Commission currently use? Should respondents plan to integrate with the existing platform, propose a new platform or host video files within the website infrastructure?

A#387 See A#347.

Q#388 Does the Commission currently use a real-time traffic or crowdsourced navigation vendor or platform that the redesigned website must integrate with?

A#388 This information may be provided to the selected vendor.

Q#389 To assist respondents in appropriately scoping and estimating the intranet portion of the project, please provide additional detail regarding the Commission's desired intranet solution, including expected functionality, content, content volume/page count, user access/authentication, integrations, hosting or infrastructure requirements and the selected vendor's responsibilities for implementation and deployment.

A#389 See Appendix A2.

Q#390 What central logging or security information and event management solution does the Commission currently use?

A#390 This information may be provided to the selected vendor.

Q#391 Remote delivery. Addendum No. 1, A#1 (p.2) confirms that services must be performed in the United States. Can a U.S.-based vendor located outside Ohio perform all work remotely, including meetings, implementation, and staff training? Are any on-site visits to Berea, OH required, and if so, how many and for which phases?

A#391 See A#1 in Addendum No.1; see also A#29 and A#47.

Q#392 Budget. Can the Commission share a budget range or not-to-exceed amount for the website and intranet combined, and separately for any ongoing hosting and support?

A#392 See A#23.

Q#393 Current platform and CMS preference. Please confirm the current CMS and version for the public website and for the intranet. Does the Commission require or prefer a specific CMS (for example, remaining on Sitefinity, moving to WordPress or Drupal, or a SaaS CMS), or are vendor-recommended platforms acceptable?

A#393 See A#4.

Q#394 Intranet authentication and platform. Is the intranet expected to authenticate through Microsoft Entra ID (Azure AD) single sign-on? Is the current intranet built on SharePoint/Microsoft 365, and is moving to or staying on SharePoint expected? Approximately how many intranet users are there?

A#394 See A#176; see also Appendix A2.

Q#395 Content volume and migration. What is the approximate number of pages and documents (PDFs) on the public site and on the intranet? Is the vendor expected to migrate all content, migrate selected content, or provide tools while Commission staff migrate? Will the vendor be responsible for remediating PDFs for accessibility?

A#395 This information may be provided to the selected vendor.

Q#396 Hosting. Should the vendor provide hosting, or will the solution be hosted on Commission infrastructure or an existing Commission cloud tenant? Are there required hosting environments or certifications (for example, FedRAMP or StateRAMP) beyond U.S. data residency under Appendix F (Add.1 A#1)?

A#396 See Appendix A2.

Q#397 Accessibility standard. Which conformance level is required: WCAG 2.1 AA (the ADA Title II rule) or WCAG 2.2 AA? Does this requirement apply to both the public website and the intranet?

A#397 Yes.

Q#398 Insurance. What are the minimum insurance types and limits required, and are they required at proposal submission or only upon award? For a sole-member firm with no employees, will the Commission accept an exemption from workers' compensation and

commercial auto coverage (no vehicles used in performance), with coverage bound upon award?

A#398 See Article 11, Insurance, of the Master Design, Supply and Services Contract, attached to the RFP as Appendix C.

Q#399 Inclusion and subcontracting goals. Does this RFP carry an MBE, EDGE, or other business inclusion participation goal? If so, may a firm that self-performs all work without subcontractors meet the goal through a good-faith-effort waiver?

A#399 No.

Q#400 Contract term and support. What is the anticipated contract term, including any renewal options, and the expected length of post-launch support and maintenance?

Q#400 See Article 4, Term, of the Master Design, Supply and Services Contract, attached to the RFP as Appendix C. See also Appendix A2.

Q#401 Forms and signatures. Are electronically signed and notarized forms acceptable in the softcopy submission, including Appendix F and any affidavits? Are there limits on file format, file count, or email attachment size for the November 20 proposal email?

A#401 See A#22 and A #35.

Q#402 Will a pre-proposal meeting be held?

A#402 See A#9.

Q#403 What are the target start and go live dates, and are there fixed dependencies such as toll schedule changes or the toll collection modernization project?

A#403 See A#9 and A#328.

Q#404 Does WCAG 2.1 Level AA cover existing PDFs such as bid, meeting, and forms archives? Roughly how many are there? Is an independent audit or accessibility conformance report expected?

A#404 See A#109 and A#110.

Q#405 Is the vendor expected to rebuild the permit application, review, payment, and issuance workflow inside the new site, integrate with the state's Ohio Hauling Permit System (OHPS), or both? Which functions does OHPS own?

A#405 See Appendix A-1 included in the RFP.

Q#406 Existing system materials and migration. How many permits, over how many years, and with what attachments must be migrated as a part of the data migration effort?

A#406 See A#38.

Q#407 Which payment processor does the Commission use? Who holds the merchant account, carries card fees, and owns PCI compliance? Please confirm the unpaid toll and EZPass payment functions are links or integrations to existing systems. Additionally, what payment methods are allowed?

A#407 See A#46. and A#68. The Commission is responsible for the PCI compliance of this website.

Q#408 Intranet: Is the vendor building a new intranet, configuring an existing product, or only supplying content feeds and dashboards? Who provides the on-premises servers?

A#408 See Appendix A2.

Q#409 Data Feeds: For incident response and clear times, toll plaza peak volumes, customer service wait times, regional traffic benchmarks, and capital project costs, does a data source exist today? If so, who owns it, in what format, and how often is it updated? If not, are these manual CMS entries or must the vendor build the feeds?

A#409 This information may be provided to the selected vendor.

Q#410 Does OTIC have a preferred CMS or licensing constraints, and will the license be held by OTIC?

A#410 See A#4; see also Appendix A2.

Q#411 Is post-go-live hosting, maintenance and support expected under this contract, or will it be procured separately?

A#411 See Appendix A2.

Q#412 For intranet - What on-prem infrastructure exists, how many users are there, and would OTIC consider alternative hosting?

A#412 See Appendix A2.

Q#413 Are there any retention requirements that apply to permit records?

A#413 This information may be provided to the Selected Vendor.

Q#414 Part III.C asks for audited financial statements from each Respondent. Will the Commission accept CPA-reviewed financial statements from firms that don't get annual audits? If so, should we include anything else, such as a bank reference letter, proof of bonding capacity or tax returns?

A#414 See A#56.

Q#415 Is ongoing support, maintenance or hosting management expected after the 90-day warranty? If so, should it be priced, and for how long?

A#415 See Appendix A2.

Q#416 Is there a target launch date or a required overall timeline?

A#416 See A#9.

Q#417 About how many pages, PDFs, documents and media files are on the current site and intranet? Does the vendor migrate all of them, or only selected content?

A#417 This information may be provided to the selected vendor.

Q#418 Who writes and edits copy for the new site? Should the vendor include content strategy, copywriting or content rewriting?

A#418 See A#89.

Q#419 Are there brand guidelines in place, or is brand or visual identity work in scope?

A#419 There are existing brand guidelines.

Q#420 Is a multilingual site (e.g., Spanish) needed?

A#420 No, Ohio government websites are primarily published in English and rely on web browser translation tools rather than built-in multilingual versions.

Q#421 Are user research or usability testing with the public expected? Or does the recently published survey cover user research?

A#421 The recently published survey covers the research.

Q#422 What is the current site built on (CMS, database, hosting)? Will source code and database access be available?

A#422 See A#4; additional information may be provided to the selected vendor.

Q#423 How many CMS editors and approvers are there, in how many departments? How many approval workflows are needed?

A#423 See A#113.

Q#424 Does WEB-29 mean to point to the performance targets in WEB-32 through WEB-36? As written, it references WEB-1, 3, 4 and 5, which are staffing requirements.

A#424 See A#111.

Q#425 For each item on the survey's priority list (incident response and clear times, toll plaza peak volumes, customer service wait times and satisfaction scores, regional traffic benchmarks, capital project costs), does a data source or API already exist? Who owns it? Are all ten items required at launch?

A#425 See Appendix A for information about the integrations and data that will support these goals.

Q#426 Which source should provide roadway weather (e.g., RWIS, the National Weather Service)? Should speed data come from OHGO or somewhere else?

A#426 The OHGO provides travel information and roadway conditions. The vendor shall recommend weather integration.

Q#427 Which crowdsourced navigation provider do you mean (e.g., the Waze for Cities program)? Does the Commission already have a data-sharing agreement?

A#427 This information may be provided to the selected vendor.

Q#428 Does the ArcGIS hybrid setup already have published services and map layers (work zones, closures, detours)? Or should the vendor build them?

A#428 This information may be provided to the selected vendor.

Q#429 Does the fare calculator use an existing toll-rate data source or API? Who maintains the toll schedules?

A#429 The Commission maintains the toll-rate schedules.

Q#430 For the consolidated payment portal: which payment processor or gateway does the Commission use today, and which payment types does it cover (permits, unpaid tolls, ads, other)? Is the vendor responsible for PCI compliance?

A#430 See A#68, A#95; A#384 and A#407.

Q#431 Pay Unpaid Toll and toll refunds: are these new builds, or links/integrations with the back-office toll system (and which vendor runs it)?

A#431 See A#46 and A#69.

Q#432 How should banner ads be managed: an ad server, manual placement in the CMS, or tracking of ad revenue?

A#432 See A#273.

Q#433 Which email or SMS platform handles subscriber opt-ins (Customer Connection, travel alerts, bid notices)? Is the vendor responsible for sending alerts?

A#433 This information may be provided to the selected vendor.

Q#434 How is the current permit system built (platform, database, in-house or vendor)? Will documentation and source code be available?

A#434 This information may be provided to the selected vendor.

Q#435 How many permit records need to be migrated, and from how many years? How many applications come in each year? How many customer accounts?

A#435 See A#38.

Q#436 Is the current vendor portal and Business Inclusion Program (SBE certification) system a third-party product? Should the vendor rebuild it, reconfigure it or integrate with it?

A#436 See A#70 and A#97.

Q#437 Do the Office of Opportunity and Inclusion (OOI) forms (certified payroll, prevailing wage affidavits, etc.) need to become online forms with workflows, or can they stay as downloadable PDFs?

A#437 This information may be provided to the selected vendor.

Q#438 What is the expected scope of the intranet: a separate platform, or a section of the CMS? Should the vendor build it, or only "support setup" of a solution the Commission picks?

A#438 See Appendix A2.

Q#439 About how many staff will use the intranet? How should staff on shared terminals without Active Directory accounts log in?

A#439 See Appendix A2.

Q#440 How many people need CMS training, and in what format (on-site, remote, recorded)?

A#440 See A#113. Training may be remote.

Q#441 Does the Commission have records-retention or public-records requirements for web content, form submissions and blog comments?

A#441 See A#350. This information may be provided to the Selected Vendor.

Q#442 AI trip-cost estimator: Is an AI-powered or interactive toll/trip-cost estimator in scope? If it is, please tell us what it needs to do (origin/destination, vehicle class, E-ZPass vs.cash/toll-by-plate rates, fuel or time estimates, a conversational interface) and whether it should replace or connect to the current toll calculator.

A#442 See A#357.

Q#443 Data sources for trip cost: What toll rate tables, APIs, or databases will the Commission provide (e.g., rate schedules by vehicle class, interchange mileage, traffic or construction feeds)? How often does that data change, and who will maintain it after launch?

A#443 This information may be provided to the selected vendor.

Q#444 Hosting: Should the contractor host the site, or will it be hosted on Commission infrastructure or an approved cloud? Are there required providers, FedRAMP/StateRAMP needs, or uptime SLAs? (We note from Addendum No. 1 that all services and data storage must be in the US.

A#444 See A#4.

Q#445 CMS: Is there a required or preferred CMS? Does the Commission plan to stay on its current platform (which appears to be Sitefinity) or is it open to other options? The same question applies to the intranet platform (e.g., SharePoint/M365).

A#445 See A#4; see also Appendix A2.

Q#446 Accessibility: What standard is required (WCAG 2.1 AA or 2.2 AA, Section 508, Ohio IT accessibility policy)? Is a third-party accessibility audit required before launch?

A#446 See A#110 and A#178.

Q#447 Timeline: What are the target contract start date, launch date(s), and any fixed milestones? Should the public site and intranet launch at the same time or in phases?

A#447 See A#9 and A#83.

Q#448 Page count and migration: About how many pages, documents/PDFs, and media assets are on the public site and on the intranet? How much of the content migration is the contractor responsible for?

A#448 This information may be provided to the selected vendor.

Q#449 Intranet vs. public site: Please explain how the two scopes differ, including intranet users, authentication/SSO (e.g., Azure AD/Entra ID), and required integrations (HR, forms, document libraries).

A#449 See Appendix A2.

Q#450 Pricing format: Is there a required cost form? Should pricing be a fixed fee, by phase/deliverable, or hourly with not-to-exceed amounts? Should ongoing hosting, support, and maintenance be priced separately, and for how many years?

A#450 See Appendix B – Pricing Proposal and Appendix A2.

Q#451 Out-of-state firms: Please confirm that a US-based firm located outside Ohio, with all work and data storage in the US, is eligible.

A#451 US-based firms are eligible; see also A#1 in Addendum #1.

Q#452 References: How many client references are required, and do they need to be government or transportation agency projects?

A#452 Please see Part III of the RFP regarding required references. See also A#3.

Q#453 Appendix A: Please provide the current state technology inventory for the public website and intranet, including the CMS, hosting/cloud provider, application frameworks, databases, identity provider, integrations, and CI/CD tools.

Q#453 This information may be provided to the selected vendor.

Q#454 Appendix A: What is the target technology stack?

A#454 This information may be provided to the selected vendor.

Q#455 Appendix A – Exhibit A1: Is a database upgrade or migration part of this request?

A#455 See A#38.

Q#456 Appendix A – Deliverables: Who will be responsible for managing content in the new CMS? Additionally, is migrating the existing content into the new CMS part of the request?

A#456 See A#89.

Q#457 Appendix A – System Requirements: Will the solution be deployed within an agency-owned cloud environment and follow existing landing zone and networking standards?

A#457 See Appendix A2; additional information may be provided to the selected vendor.

Q#458 Appendix A – Required Features (item 12, ADA compliance); Performance Requirements (WEB-33, WCAG 2.1 AA): Do you require accessibility validation by an independent third party, or will vendor testing be sufficient?

A#458 See A#110.

Q#459 Appendix A – Project Milestones (Go-live Readiness; Go-live): Are you planning a content freeze prior to launch, and if so, what duration should proposers assume?

A#459 The vendor shall propose best practices for content freeze and duration prior to launch.

Q#460 Appendix A – Current Sitemap: What is the total number of items of current content to be migrated as part of the website?

A#460 This information may be provided to the selected vendor.

Q#461 What counts as a "significant economic presence in Ohio"?

A#461 See A#17.

Q#462 Should CMS licence and cloud hosting fees be in the flat fee, and for how many years?

A#462 See Appendix A2.

Q#463 Deliverable 5 asks for penetration tests every six months, and fixes to critical findings within 30 days, for two years after go-live. The contract ends after the 90-day warranty. How should that work be contracted and priced?

A#463 See Appendix A2.

Q#464 Is there a target go-live date or a required finish date?

A#464 See A#9.

Q#465 How many on-site workshops do you expect, and where? Can other meetings and training be remote?

A#465 See A#29 and A#47.

Q#466 About how many CMS users and content editors need training, and in which departments?

A#466 See A#113.

Q#467 About how many pages and documents should move to the new site? Who rewrites content?

A#467 Content is currently drafted by OTIC internal staff; additional information may be provided to the selected vendor.

Q#468 Are the vendor portal and the Office of Opportunity and Inclusion login pages being redesigned, or only linked to?

A#468 See A#70.

Q#469 Are PDFs and other documents being migrated? If so, are they WCAG 2.1 AA conforming? Is remediation in scope?

A#469 This information may be provided to the selected vendor.

Q#470 Are there current brand guidelines or a design system, or is a visual identity refresh in scope?

A#470 See A#348.

Q#471 Hauling permit system: What platform and vendor run it today? How many permit records must be migrated, and in what format? Does OHPS have an API?

A#471 This information may be provided to the selected vendor.

Q#472 Payments: Which payment processor should handle permit fees and the "pay unpaid toll" form? Does that form stay with the E-ZPass system, which is out of scope?

A#472 See A#68.

Q#473 Maps and traffic data: Will you provide access to the OHGO API and to your ArcGIS Online and Enterprise setup? Who maintains the work-zone and construction map layers?

A#473 This information may be provided to the selected vendor.

Q#474 AI trip-cost estimator: Should it be priced in the base fee or as an option? Which toll-rate and traffic data would it use?

A#474 See Appendix A2.

Q#475 What does the intranet run on today, and on what servers (for example SharePoint or Microsoft 365)? Who provides and maintains the on-premises infrastructure?

A#475 See A#176.

Q#476 Does the Commission have a target go-live date, or any fixed deadline (e.g., fiscal year, toll rate change, ATMS launch) that the Project Schedule must meet?

A#476 See A #9.

Q#477 Who is the incumbent provider of the current website, intranet and special hauling permit system, and is the incumbent eligible to respond?

A#477 See A#39.

Q#478 Appendix A: Will the Commission provide the current website's analytics (top pages, devices, traffic sources) and the results of the survey referenced on page 2 of Appendix A to the selected Contractor during Discovery?

A#478 This information may be provided to the selected vendor.

Q#479 The Pricing Proposal includes phase-based lines A–D only. Where should Respondents price recurring costs such as CMS licensing, cloud hosting and infrastructure, third-party services

(e.g., mapping, payment gateway), and the semi-annual penetration testing required for two years after go-live?

A#479 See Appendix A2.

Q#480 Appendix A, Deliverable 5: Is the two-year semi-annual penetration testing and remediation obligation to be included in the Total Amount (line E), or priced separately?

A#480 See Appendix A2.

Q#481 Appendix B: Is ongoing website hosting, operations and support after the 90-day warranty period expected to be provided by the Contractor? If so, under what pricing mechanism (hourly rates, a separate fixed fee, or a future contract)?

A#481 See Appendix A2.

Q#482 Appendix B: Will payments be made on milestone completion per lines A–D, or monthly based on percentage complete?

A#482 See A#6.

Q#483 Please confirm the CMS currently used for www.ohioturnpike.org (the site appears to run on Progress Sitefinity), the license expiration date, and whether the Commission has a preference to retain or replace it.

A#483 See A#4.

Q#484 Approximately how many pages, documents (PDFs) and media files are on the current website and intranet? Will the Contractor be responsible for migrating all content, or only a defined subset?

A#484 This information may be provided to the selected vendor.

Q#485 Will the Contractor be responsible for writing and editing new content?

A#485 Vendor shall support development and Commission will write copy and provide media

Q#486 How many Commission staff are expected to use the CMS, across how many departments, and how many content approval workflow levels are required?

A#486 See A#48 and A#113.

Q#487 How many CMS training sessions are expected, should they be in person or remote, and does the Commission want recorded training materials?

A#487 See A#113.

Q#488 Appendix A, Current External Customer Interfaces: Should historical form submissions (e.g., claims, refund requests, bid submissions) be migrated to the new platform? Where are these submissions currently stored, and what records retention rules apply?

A#488 This information may be provided to the selected vendor.

Q#489 Appendix A, Feature 26: What specific Ohio Public Records requirements should the website support (e.g., records request intake, archive of prior website versions, retention of form submissions)?

A#489 This requirement speaks to the ability to access website information in the event of a public records request, as well as providing policy information about, linking to, the Commission's existing public records request forms. See also A#350. Additional information may be provided to the selected vendor.

Q#490 Does the Commission require multilingual content or a translation tool on the new website?

A#490 See A#420.

Q#491 Appendix A, Integration 6 / Feature 6: Please describe the expected E-ZPass integration. Is it limited to links to the existing E-ZPass customer service and payment site, or must payments for unpaid tolls be processed within the new website? Who is the current E-ZPass customer service center vendor?

A#491 See A#46

Q#492 Appendix A, Feature 6: For the Consolidated Payment Portal, does the Commission have an existing payment processor or gateway contract that must be used? Which transaction types should be supported (unpaid tolls, permits, property damage claims, other)? Is the Contractor expected to be responsible for PCI DSS compliance?

A#492 See A#68, A#95; A#384 and A#407.

Q#493 Appendix A, Integration 3: What level of integration is required with the Ohio Hauling Permit System (OHPS)? Does ODOT provide an API, and has ODOT agreed to support the integration?

A#493 This information may be provided to the selected vendor.

Q#494 Appendix A, Integration 2: Please describe the Commission's current ArcGIS Online and ArcGIS Enterprise environment (version, hosting, existing layers for work zones and construction). Will the Contractor have access to create or modify GIS layers?

A#494 See A#42.

Q#495 Appendix A, Features 3, 5, 16 and 17: What are the data sources for roadway weather, segment speeds, and incident response and clear times? Will these come from the Intelligent Transportation System / Advanced Traffic Management System being deployed and will APIs be available in time for this project?

A#495 This information may be provided to the selected vendor.

Q#496 Appendix A, Goals 7–10: What are the data sources for toll plaza peak volumes, customer service statistics, regional traffic benchmarks and capital project costs? Are these available through APIs or databases, or will they be updated manually in the CMS?

A#496 This information may be provided to the selected vendor.

Q#497 Appendix A, Feature 22: Please clarify "crowdsource navigation integration."

A#497 This information may be provided to the selected vendor.

Q#498 Appendix A, Feature 10: Does the Commission currently use an email marketing or notification platform (e.g., GovDelivery/Granicus) for Customer Connection and alerts? Should subscriber lists be migrated, and is SMS/text alerting in scope?

A#498 This information may be provided to the selected vendor.

Q#499 Appendix A, Feature 11: Is the existing vendor registration portal and the Office of Opportunity and Inclusion certification system to be replaced, or integrated with?

A#499 See A#70 and A#97.

Q#500 Appendix A / WEB-37: Please describe the on-premises environment for the intranet (servers, operating system, virtualization, database). Will the Commission provide and maintain the on-premises infrastructure?

A#500 See Appendix A2.

Q#501 Does the Commission use Microsoft 365 or SharePoint? Would a SharePoint-based or other existing-platform intranet be acceptable?

A#501 See A#4; additional information may be provided to the selected vendor.

Q#502 Appendix A: Which systems would supply intranet dashboards, content feeds, HR information and training content? Is integration with the HR or learning management system in scope?

A#502 See Appendix A2.

Q#503 Appendix A: Approximately how many employees will use the intranet, and should it be accessible from outside the Commission's network?

A#503 See Appendix A2.

Q#504 WEB-41: Which cloud provider is the Commission's primary cloud, and in which region? Will the website be hosted in a Commission-owned cloud account, and who will pay ongoing cloud costs?

A#504 See A#4; see also Appendix A2.

Q#505 WEB-29: WEB-29 refers to thresholds "aligned with WEB-1, WEB-3, WEB-4, and WEB-5," which are project staffing requirements. Should this reference WEB-32 through WEB-36?

A#505 See A#111; see also Appendix A2.

Q#506 Deliverable 5: Must the pre-launch security testing and semi-annual penetration testing be performed by an independent third party, or may the Contractor perform them?

A#506 See Appendix A2.

Q#507 WEB-40: Does the Commission have an existing WAF or CDN provider it would like to use?

A#507 This information may be provided to the selected vendor.

Q#508 WEB-21: Will the Commission procure the CMS license directly, or must the Contractor procure it and assign it to the Commission?

A#508 See Appendix A2.

Q#509 Appendix A, Milestones: What environments (development, test, staging) does the Commission expect, and who will conduct user acceptance testing?

A#509 Standard development, test and production environments are preferred.

Q#510 Appendix C, Article 4: With the contract term ending at Final Acceptance plus the 90-day warranty. How will the two-year penetration testing obligation and one-year hourly rate period be covered contractually after that term ends?

A#510 See Appendix A2.

Q#511 WEB-33: Do you want the vendor to test and show validation associated to WCAG 2.1 Level AA compliance?

A#511 Yes.

Q#512 What is the anticipated kickoff date, go-live date, and other deadlines? Is this a phased approach?

A#512 See A#9 and A#83.

Q#513 Is there a specified budget or anticipated investment range for implementation and ongoing costs?

A#513 See A#23.

Q#514 The RFP mentions "significant economic presence in Ohio" as pass/fail. Can out-of-state firms qualify without an office in Ohio? Are there any minimum requirements for this or further details for clarification?

A#514 See A#17.

Q#515 Should the Ohio business registration be complete before proposal submission or after award?

A#515 See A#130.

Q#516 Can CPA reviewed or compiled financial statements or other evidence of financial capacity be accepted instead of audited financial statements?

A#516 See A#56.

Q#517 Should 3rd party costs be included in our proposal or will your team provide them?

A#517 See Appendix A2.

Q#518 What period/timeline should be priced for ongoing costs after launch? i.e. hosting, updates, etc.

A#518 See Appendix A2.

Q#519 How many in-person workshops will be required and at what location?

A#519 See A #47.

Q#520 Would you like the Technical Proposal, Pricing Proposal, and the Form Master Design, Supply & Service Contract Requirements all compiled and indexed into one response document or separate document attachments?

A#520 It is up to a Respondent whether to combine the files into one or as separate attachments. The Commission requires that all submissions must be in PDF Format.

Q#521 Do you have a preferred CMS?

A#521 See A#4.

Q#522 Are you looking for Search Engine/LLM best practices across the site and/or ongoing support?

A#522 Yes.

Q#523 How many employees will need login credentials for the Intranet and Website? How many unique user roles?

A#523 See Appendix A2.

Q#524 Must Ohio Secretary of State registration certificate be attached with the Nov 20 proposal, or may a Florida LLC complete Ohio foreign-entity registration upon award?

A#524 See A#130.

Q#525 For a single-member LLC without CPA-audited financials, will reviewed or compiled statements, or owner-prepared financials with bank references, satisfy Part III.C?

A#525 See A#56.

Q#526 Can a Florida-based firm with no Ohio office pass the Significant Economic Presence Pass/Fail criterion by attaching Ohio SOS registration plus the tax, facilities, and community-impact statements in Part III.E?

A#526 See A#17.

Q#527 Is a bid bond required with the proposal, or only the 50% performance bond after award? What surety rating/form is acceptable?

A#527 See A#21 and A#168.

Q#528 What is the current public CMS/hosting stack and approximate content volume (pages, documents, media) to migrate?

A#528 See A#4; additional information may be provided to the selected vendor.

Q#529 For Exhibit A1 Special Hauling Permitting: is the vendor expected to rebuild permitting algorithms and approval workflow, or redesign the public/CMS front end against the existing OTIC/OHPS systems?

A#529 See Appendix A-1 included in the RFP.

Q#530 Is there a page limit for the Technical Proposal?

A#530 See A#277.

Q#531 Do non-Ohio municipal or transit agency website redesigns count toward the three governmental/public-entity references?

A#531 Yes. See Also A#3.

Q#532 Has the Commission published an estimated budget or prior contract value for website/intranet services that respondents may use to calibrate Appendix B?

A#532 See A#23.

Q#533 For intranet users on shared terminals without Active Directory accounts, what authentication approach does the Commission prefer?

A#533 See Appendix A2.

END OF ADDENDUM NO. 3

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

REVISED REQUEST FOR PROPOSALS FOR WEBSITE AND INTRANET REDESIGN AND DEPLOYMENT

RFP No. 19-2026

ISSUE DATE:	**October 13, 2026**
INQUIRY END DATE:	5:00 PM (Eastern) on **October 27, 2026**
PROPOSAL DUE DATE:	5:00 PM (Eastern) on **November 20, 2026** **(Late proposals will not be considered)**
COMMISSION MEETING:	**January 19, 2027** (subject to change)

THE SBE GOAL FOR THIS CONTRACT IS WAIVED

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REVISED REQUEST FOR PROPOSALS FOR WEBSITE AND INTRANET REDESIGN AND DEPLOYMENT

RFP 19-2026

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 to select a qualified contractor ("Contractor") for Website and Intranet Redesign and Deployment, as further described in Appendix A.

Any person responding (a "Respondent") must clearly demonstrate depth of experience in providing strategic website and intranet redesign and deployment, user experience (UX) optimization, and digital accessibility solutions 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 Director of Marketing and Communications will administer and manage the contract for the Contractor's services.

PART III. TECHNICAL PROPOSAL REQUIREMENTS

The general nature, scope and deadlines for the Project are set forth in Appendix A ("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, capabilities, approach and expertise in performing the Scope of Services and how the Respondent intends to perform the tasks set forth in Appendix A of this RFP.

B. The proposed individuals who will be the key representatives of the Respondent under the Contract. Supporting documentation, such as a résumé or statement of qualifications must be provided for each individual. Respondents should list those individuals in order of their importance to the Contract and provide their phone numbers and e-mail addresses. Provide an affirmative statement of the ability of the individuals and the Respondent to perform the required services competently and expeditiously in accordance with the RFP requirements.

C. The Respondent's financial ability to perform the Scope of Services requested by this RFP, including audited financial statements from each Respondent.

D. At least three (3) client references with contact information demonstrating experience working with other governmental or public entities with respect to the Scope of Services, and identifying any services performed.

E. Respondents must identify any and all portions of its proposal created using AI and, at a minimum, include the following information: (1) each AI tool, model or platform used, including the name, version and provider; and (2) an explanation of the AI model's logic and inputs. Failure to disclose this information may result in the proposal being rejected. Respondents are prohibited from uploading or adding any Commission information, records or documents into any AI program, tool, model or platform, except if AI is used only as a productivity tool.

PART IV. PRICING PROPOSAL

The Pricing Proposal form is attached hereto as Appendix B. Respondents must complete and submit this Pricing Proposal in a separate pdf document submitted electronically to the Commission by e-mail to purchasing@ohioturnpike.org with its response to the RFP.

PART V. FORM MASTER DESIGN, SUPPLY AND SERVICES CONTRACT REQUIREMENTS

In submitting a Proposal, the Respondent agrees to sign the Master Design, Supply and Services Contract attached as Appendix C 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.

This contract (see Article VII) has a performance bond requirement which is required by state statute (Ohio Revised Code Section 5537.07(D)). The awarded Respondent must provide the required performance bond.

Exceptions to the Contract must be submitted with the Proposal. **Any exceptions provided after the Proposal due date will not be considered.**

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. Completed and separately submitted Pricing Proposal (Appendix B attached hereto).

C. An explanation of any concerns, requested information or exceptions related to the RFP, Scope of Services or the Master Design, Supply and Services Contract (attached as Appendix C).

D. A completed, signed and notarized Non-interest/Non-collusion Affidavit (see Appendix D attached hereto; see also, Ethics Policy attached as Appendix E which is referenced in the affidavit).

E. Completed and Signed Combination Affirmation and Disclosure Form (Executive Order 2019-12D and Executive Order 2022-02D) (see Appendix F attached hereto).

F. Completed and Signed System of Preferences Form (see Appendix G 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. **Please include the RFP No. in the email correspondence. 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 answers will be compiled, posted on the Commission's website (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. Late proposals will not be considered. There is no penalty for early submissions. Plan accordingly.

PART IX. EVALUATION OF PROPOSALS

The Commission will form an Evaluation Team of Commission staff to review the submitted Proposals. The Commission may require Respondents to make an oral presentation and will contact Respondents during the evaluation period to schedule any such oral presentation. A contract may be awarded, if any award be made, on the basis of the responsive Proposal 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 Appendix A and contains no deviations from the RFP, including Appendix A, that would affect the amount of the Proposal or otherwise create a competitive advantage. Award of a contract will not 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 agreement properly as well as the Pricing Proposal as indicated below.

Proposal evaluations will be based upon the numerical weighting set forth in Proposal Evaluation Scoring table below. The Technical Proposal will have a weighting of sixty percent (60%) of the total score and the Pricing Proposal will have a weighting of forty percent (40%) of the total score.

Proposal Evaluation Scoring Table

Evaluation Criteria	Points
Technical Proposal	**60**
Respondent's understanding of the Scope of Work, its ability to meet the schedule, its capabilities to meet the requirements of the RFP and its means and approach to performing the services described in Appendix A	*30*
Respondent's skills, reputation, experience, capabilities and expertise in performing the required services	*20*
Qualifications of the individuals proposed to perform services	*10*
Ohio or Border State Respondent	*2% evaluation credit*
Veteran Friendly respondent	*2% evaluation credit*
Price Proposal	**40**
Total Potential Maximum Point Awarded	**100**

*Applicable Evaluation Credits (i.e., Ohio, Veteran) could result in a total score above 100

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.

Pricing Proposal Scoring
The basis for the Pricing Proposal scoring will be the estimated total contract cost based on the Pricing Proposal Form submitted. The following formula will be used to determine points (the "Pricing Score") for each Pricing Proposal opened:

Respondent's Pricing Score = (Lowest Proposed Pricing / Respondent's Proposed Pricing) x 40

Final Proposal Scoring
The final Proposal scoring and ranking for the Respondents will be based on the following formula:

Total Proposal Score (max. 100 points) = Pricing Score (max. 40 points) + Technical Score (max. 60 points)

Note: for purposes of scoring the hourly rate(s), the Commission will average the hourly rates (if more than one is submitted) and multiply that amount by 250 hours. That total will be added to the total flat fee amount provided on the Pricing Proposal .*this number is solely for scoring and does not guarantee any amount of additional services under the contract.*

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.

Evaluation Credits
Under the Commission's System of Preferences Policy, respondents that qualify as an Ohio or border state respondent shall receive a 2% evaluation credit. Additionally, respondents that qualify as a Veteran Friendly respondent shall receive a 2% evaluation credit. The applicable evaluation credits are added to the final combined score. Evaluation credits **only** apply if at least one proposal is submitted by respondent that is not eligible for that preference.

Contract Award
Following the final ranking of the Proposals submitted, the Evaluation Team may recommend award of a contract. 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 firms 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 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).

If a Respondent fails to notify the Commission of a known error in the RFP, and a contract is awarded to that Respondent, that Contractor 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, including rejecting late proposals;

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 Respondent 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 Appendix F, 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 Appendix F, 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 Respondent acknowledges and agrees that as a political subdivision, the Commission is subject to the requirements of the Ohio Revised Code and other laws related to the keeping and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules affecting any and all manner of communication with the Commission and any and all documents in any format or media. In the event the Respondent considers any portion of any record provided, or to be provided, to the Commission to be exempt from the Public Records Act under Ohio law, through a trade secret exemption or otherwise, Respondent shall conspicuously identify each such portion as "CONFIDENTIAL: TRADE SECRET" OR "EXEMPT FROM DISCLOSURE" and shall specifically state the legal reason, including citation to the applicable section under the Ohio Public Records Act. The Commission agrees to use its best efforts to withhold the information marked by

Respondent as "CONFIDENTIAL: TRADE SECRET" or "EXEMPT FROM DISCLOSURE" from public information, and Respondent agrees to defend and indemnify the Commission from all costs and expenses, including reasonable attorneys' fees, in any action or liability arising under the Public Records Act, with respect to such withholding.

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.

EXHIBIT A2

CLARIFICATION TO REQUIREMENTS, SCOPE AND DELIVERY

As a clarification to the scope presented in RFP 19-2026, The Commission offers the following clarifications. These clarifications are based upon questions received and should be considered along with Addendum #3 effective 11/20/2026.

1. Regarding the use of AI, in submission of questions about the RFP, and in proposals in response to the RFP:
    a. Any use of AI tools to aid in responding to this RFP must be disclosed to the Commission;
    b. Firms are expected to provide the name of the tools, and a general description of how tools were uses;
    c. This information can be included in the technical submission as an attached or separate document;
    d. See Addendum #3, A#52 and Part III(F) of the RFP.

2. Regarding hosting and licensing accounts, and related fees:
    a. All licensing and hosting for all environments should be initially registered to the Commission and not to the vendor, and the Commission will be responsible for licensing and hosting renewals after the initial one-year period; and
    b. Vendors shall include with their pricing proposal licensing and hosting costs for the first year starting at the date of Final Acceptance;
    c. Appendix B – Pricing Proposal has been updated to include costs for licensing and hosting fees required as part of this RFP.

3. The following supersede the post-Final Acceptance warranty period, penetration testing and maintenance/support requirements identified in Appendix A – Scope of Services:
    a. The Vendor shall provide a 180-day warranty period starting at the date of Final Acceptance, during which maintenance of and support for the delivered project requirements will be supported by the vendor;
    b. The vendor shall provide penetration testing and remediation during the 180-day warranty period:
        i. A penetration test is required as a term of final acceptance before the start of the warranty period, and remediation must occur within 30 days of the test,
        ii. A second penetration test is required, with completed remediation, at the end of the 180-warranty period,
        iii. Additional penetration testing within the warranty period is at the discretion of the vendor, and
        iv. Penetration testing is not required after the warranty period provided all prior testing and remediation are satisfactorily completed; and

c. Appendix B – Pricing Proposal has been updated to include costs for penetration testing fees required as part of this RFP.

4. Regarding the Intranet outlined in Appendix A – Scope of Services:
    a. The Intranet shall be hosted internally on Commission-owned infrastructure;
    b. The Commission staff will work with the selected vendor to provide a virtualized environment for hosting the Intranet, and shared terminals on the Commission's network will have access to this environment;
    c. The Commission currently uses Active Directory and Microsoft 365 / Entra as identity providers across the environment, and would consider an alternative lightweight IdP solution if proposed by the respondent;
    d. The Intranet shall be available for access by all Commission employees (approximately 800) at all locations;
    e. Integration with other Commission systems shall be limited to linking to other systems' login pages, where applicable; and
    f. The proposed solution shall be flexible and feature-rich to allow for growth and developing requirements well after the end of the warranty period
5. The following replaces WEB-29 in Appendix A – Scope of Services:
    a. WEB-29: Vendor shall document step-by-step procedures within the Runbook to measure and maintain Core Web Vitals (LCP, CLS, INP) and key latency metrics using suggested tooling (e.g., RUM and synthetic tests), including clear pass/fail thresholds aligned with WEB-32, WEB-34, WEB-35, and WEB-36.

APPENDIX B – REVISED PRICING PROPOSAL

Respondents must complete and submit this Pricing Proposal in a SEPARATE pdf document submitted to the Commission via e-mail to purchasing@ohioturnpike.org with its response to the RFP.

Submit a Pricing Proposal as outlined below including the total fees provided (flat fee/not hourly rate) to perform the Scope of Work Services described in Appendix A attached hereto. Prices shall be inclusive of all costs, including travel. See Appendix A (Scope of Services) (page 6) and Appendix C (form contract), Section 5.5 (The Commission will not pay for travel costs).

$_____ - A. Discovery, Design, and Development Phase

$_____ - B. Testing and Go-Live Readiness

$_____ - C. Final Acceptance

$_____ - D. End of Warranty Period

$_____ - E. Licensing and Hosting Fees

$_____ - F. Penetration Testing Fees

$_____ - G. Total Amount

Any additional services requested beyond the defined scope of work or estimated hours will be billed at the hourly rates listed below (For one year following End of Warranty Period). Please include the Job Title and hourly rate below:

JOB TITLE	HOURLY RATE

Please see Part IX, Evaluation of Proposals regarding scoring of the pricing proposal. The lowest pricing proposal will receive the highest pricing proposal score.

SUBMITTED BY:

_____

Responding Firm

_____

Signature of Authorized Representative

_____

Name

_____

Title

_____

Date

APPENDIX C-REVISED

MASTER DESIGN, SUPPLY AND SERVICES CONTRACT

for an

WEBSITE AND INTRANET

THIS MASTER DESIGN, SUPPLY AND SERVICES CONTRACT ("**Contract**") is made as of the last date written below (the "**Effective Date**") between the **OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION,** located at 682 Prospect Street, Berea, Ohio 44017 (the "**Commission**") and [***CONTRACTOR***] with its office located at [_____] ("**Contractor**").

RECITALS:

WHEREAS, the Commission desires to redesign its website and intranet (referred to as the "**Project**""); and

WHEREAS, the Commission issued Request for Proposal No. [_____] on [_____], 2026 to select a contractor to design, furnish and install a new website and intranet (the "**RFP**") and Contractor timely submitted a proposal in response to the RFP; and

WHEREAS, Commission staff determined that Contractor's proposal was the proposal that offers the best value in terms of price and service of those submitted and recommended to the Executive Director that Contractor be awarded the contract for the required services; and

WHEREAS, the Executive Director approved the recommendation to award the contract to Contractor for the required services and the Commission authorized this Agreement under Resolution No. [_____], adopted [_____]; and

WHEREAS, Contractor wishes to perform the work and provide the services to the Commission as more fully set forth herein including, without limitation, in the Scope of Services.

NOW, THEREFORE, in consideration of the foregoing premises (incorporated herein) and the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

ARTICLE 1 – DEFINITIONS

1.1 Definitions. The following terms, when used in this Contract with initial capitalization, shall have the meanings given below unless in any particular instance the context clearly indicates otherwise:

"Applicable Codes and Standards" means the codes, standards or requirements set forth herein or in any Applicable Law, or which are set forth or listed in the design, drawings or specifications for the Project. In the event of an inconsistency or conflict between any of the Applicable Codes and Standards as contained in this Contract and any referenced attachment, exhibit, schedule or subcontract, the highest such performance standard shall govern Contractor's performance under this Contract.

"Applicable Law" means any federal, state, or local statute, ordinance, rule, regulation, policy or guidance of any Governmental Authority or other body having jurisdiction over the Parties, the performance of the Work, or the Services including, without limitation, any laws, regulations and rules relating to the environment or any health and safety. In addition, Applicable Law shall include any judicial or administrative order or judgment (whether or not by consent) and any provision or condition of any permit, license, or other operating authorization.

"Business Day" means any day other than a Saturday, Sunday or other day on which banking institutions in the State of Ohio are required to be closed.

"Change Order" means a written instrument signed by both Parties after execution of this Contract that authorizes an addition to, deletion from, suspension of or other modification to the requirements of this Contract.

APPENDIX C-REVISED

"Contract" has the meaning set forth in the Preamble to this Contract.

"Commission" has the meaning set forth in the Preamble to this Contract.

"Commission's Project Manager" means that Person or Persons designated by the Commission in a written notice to Contractor who shall have authority to act on behalf of the Commission on matters pertaining to the Services and this Contract.

"Contractor" has the meaning set forth in the Preamble to this Contract.

"Contractor's Project Manager" means Contractor's designated authorized representative actively engaged in the supervision of the Services and in all matters relating to this Contract, who shall have authority to act on behalf of Contractor on matters pertaining to the Services and this Contract.

"Contractor Project Manager" means that Person or Persons designated by the Commission in a written notice to Contractor who shall have authority to act on behalf of Contractor on matters pertaining to the Services.

"Contract Price" means all amounts payable by the Commission to Contractor under Section 5.1.

"Data" means documentation, manuals, maps, plans, schedules, programs, specifications, calculations, software, reports, drawings, designs, diagrams and other relevant information and works of authorship.

"Effective Date" means the later of the date of execution by the Commission and Contractor of this Contract.

"Good Practices" means those practices, methods, equipment specifications, and standards of safety and performance, and that level of competence, care, skill and judgment, generally used by experienced and prudent contractors, engineers, manufacturers and professionals working in the same industry in the United States, lawfully and safely, and with due consideration for reliability, efficiency, operability and maintainability, and taking into account, as appropriate, the defined work plan and budget, and the recommendations and requirements of vendors of Materials.

"Governmental Authority" means any federal, state, or local governmental body, including any legislative, judicial, or executive body, or agency or subdivision thereof, in each case having jurisdiction to exercise authority or control over a Party or its agent or over any part of or all of the Services.

"Materials" means all materials and equipment furnished by Contractor and required for the completion of and incorporation into the Services.

"Party" or **"Parties"** means the Commission and/or Contractor and their permitted successors and assigns.

"Permit" means any valid waiver, certificate, license, exemption, variance, franchise, permit, authorization or similar order from any Governmental Authority or other Person required to be obtained and maintained in connection with the Services.

"Person" means any individual, company, joint venture, corporation, partnership, association, joint stock company, limited liability company, trust, estate, unincorporated organization, Governmental Authority or other entity having legal capacity.

"Project" has the meaning set forth in the Recitals to this Contract.

"Project Schedule" means the schedule set forth in the Scope of Services or otherwise approved by the Commission and Contractor in writing. The Project Schedule becomes the benchmark against which Project performance may be measured.

"Representative" means, as to a Party, the directors, officers, employees, consultants, subcontractors, vendors, agents, or other representatives of such Party.

"Scope of Services" means the work scope mutually determined by the Parties and attached hereto as Exhibit A, and such other matters as are mutually agreed by the Parties.

"Services" means the Work, engineering, design (if any), installation, scheduling, procurement (if any), permitting assistance, project management, construction, testing, training, and technical advisory services to be provided by Contractor under the Scope of Services.

"Subcontract" means an agreement by Contractor with a Subcontractor or by a Subcontractor with a lower tier Subcontractor for the performance of any portion of the Services.

"Subcontractor" means any vendor, subcontractor, materialman, laborer, agent or supplier of any tier providing services or work to Contractor for the purpose of performing the Services under this Contract.

"Taxes" means any and all taxes, assessments, levies, duties, fees, charges and withholdings of any kind or nature whatsoever and howsoever described, including gross receipts, franchise, sales, use, value added, property, excise, capital, stamp, transfer, employment, occupation, generation, privilege, utility, regulatory, energy, consumption, lease, filing, recording and activity taxes, levies, duties, fees, charges, imposts and withholding, together with any and all penalties, interest and additions thereto, but excluding any taxes on the incomes of the Parties.

"Updated Project Schedule" means the most recent instance of the Project Schedule.

"Warranty" has the meaning set forth in Section 12.1 and Exhibit A - Scope of Services.

"Warranty Non-Conformance" has the meaning set forth in Section 12.2(A).

"Warranty Period" has the meaning set forth in Section 12.1.

"Work" means all services, labor, materials, structures, supplies, Data, engineering, design, fabrication, installation, delivery, transportation, storage, inspection, and testing, each as applicable, together with miscellaneous expendable job supplies, installation-related equipment and tools, and any other services, work or things furnished or used or required to be furnished or used by Contractor and its subcontractors in the performance of this Contract including, any work performed pursuant to a Warranty.

1.2 Entire Agreement; Modification. The terms and conditions set forth in this Contract (including all exhibits, schedules, and attachments hereto), in each case as they may be amended and supplemented from time to time by written agreement of the Parties, shall constitute the entire agreement between the Commission and Contractor with respect to the performance of the Services (including, Work), and supersedes any and all other prior understandings, correspondence and agreements, oral or written, between them. This Contract may not be altered, amended, or modified in any way except by a written modification signed by all Parties or pursuant to a Change Order under Article 8.

The following attachments shall be made a part of this Contract:

Exhibit A –Scope of Services

Exhibit B – List of Contractor's Key Personnel

Exhibit C – Contractor's Pricing Proposal

1.3 Priority. The documents making up this Contract are intended to be complementary and mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

(A) This Contract;

(B) The Scope of Services;

(C) Contractor's Technical Proposal (excluding any general terms and conditions or contract terms);

(D) Contractor's Pricing Proposal; and

(E) Any other documents forming a part of this Contract.

The latest dated modification or Change Order shall take precedence over that part of the foregoing documents that it supersedes.

ARTICLE 2 – RELATIONSHIP OF THE COMMISSION, CONTRACTOR, AND SUBCONTRACTORS

2.1 Status of Contractor. Nothing in this Contract shall constitute, be construed to be, or create a partnership, joint venture, or lease between Contractor and the Commission. Contractor and the Commission are independent contractors under this Contract. The Commission agrees that Contractor has the discretion to define the manner in which it performs the Services, including without limitation, each of the following: (A) determining the identity of its personnel who will perform the Services; (B) setting the terms and conditions of employment for all Contractor personnel who perform the Services; (C) applying Contractor service policies or procedures with respect to the manner in which Contractor will provide the Services; and (D) exercising discretion with respect to the manner in which Contractor conducts its business operations. It is understood that neither Contractor

nor its employees are construed as employees of the Commission for the purpose of the Public Employees Retirement System ("PERS"), Workers' Compensation, or for any other purpose.

2.2 Project Managers.

(A) The Commission's Director of Marketing and Communications, Charles Cyrill, shall be the Commission's Project Manager under this Contract. If the Commission's Project Manager changes during the term of the Contract, the Commission shall provide written notice to Contractor prior to such change.

(B) Contractor's [***insert title and name***], shall be Contractor's Project Manager under this Contract. If Contractor's Project Manager changes during the term of the Contract, Contractor shall provide written notice to the Commission prior to such change.

2.3 Subcontractors. The Contractor shall not assign, subcontract, or otherwise transfer its duties and/or obligations under this Contract, without the prior written consent of the Commission.

2.4 Non-Exclusivity. This Contract is not exclusive, and the Commission may at its sole discretion, contract with others to perform work under the Project or may perform such work with its own forces. The Commission reserves the right to hire additional contractors to provide goods and services related to the Project.

ARTICLE 3 – CONTRACTOR'S RESPONSIBILITIES

3.1 General Scope of Services.

(A) Scope of Services. Contractor shall perform the Services as described in the Scope of Services attached as Exhibit A. The Commission, at its option, may proceed with any part of, all, or none of the Services.

(B) Design. Contractor shall confirm the designs of the Project with the Commission, and shall notify the Commission in writing of any requested or suggested changes to such design. No changes will be made to any designs without the Commission's written consent.

(C) Services. The Services shall include all design, fabrication, furnishing, installation, implementation, permitting, licensing, project management, procurement (if necessary), construction, and testing of the work, all materials, consumables, labor, apparatus, structures, inspection, manufacture, delivery, fabrications, transportation, and storage required in connection therewith, creation or licensing of all intellectual property required in connection therewith, and all other items or tasks that are required to perform the Services in accordance with the requirements of this Contract. The Services shall be performed in accordance with Good Practices, Applicable Law, Applicable Codes and Standards, and all other terms and provisions of this Contract, and shall include any incidental work necessary to achieve the foregoing.

(D) Budgeting and Scheduling. Contractor shall estimate, budget, report, forecast and control costs, and shall schedule, report, forecast and control progress of the Services. Contractor shall complete the Services by the time specified in the Project Schedule.

(E) Training. Contractor shall provide comprehensive CMS training and support documentation for Commission users in accordance with the terms and timing set forth in the Scope of Services.

(F) Licensing and Hosting. All licensing and hosting for all environments should be initially registered to the Commission and not to the Contractor, and the Commission will be responsible for licensing and hosting renewals after the initial one-year period starting at the date of Final Acceptance.

(G) Warranty Period and Penetration Testing. The Contractor will provide a 180-day warranty period starting at the date of Final Acceptance, during which maintenance of and support for the delivered project requirements will be supported by the Contractor.

(F) Documentation. Contractor shall provide documentation of system design, layout and navigation in accordance with the terms and timing set forth in the Scope of Services.

(G) Additional Services. Contractor may provide additional services as requested by the Commission and subject to the hourly rates set forth in the Pricing Proposal or as agreed to in writing by the parties (i.e., Contract Amendment).

3.2 Contractor's Personnel.

(A) Key Project Personnel. Exhibit B is a list of Contractor's key personnel who will be responsible for supervising the performance of Contractor's Services, and who shall be assigned to the Work. Contractor shall not remove or reassign any such personnel from the Services without providing the Commission's prior notification.

(B) Substance Abuse. Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace, as well as the Commission's rules and regulations concerning the same. Contractor is responsible for ensuring all Contractor's employees and its subcontractors, while performing work under this Contract, will not: (1) be under the influence of drugs or alcohol; or (2) purchase, transfer, use or possess illegal drugs or alcohol; or (3) abuse prescription drugs in any way.

3.3 Certificates, Permits and Licenses. Except as otherwise expressly agreed in writing, Contractor shall obtain any and all Certificates, Permits and Licenses (if any) which are required to be obtained in Contractor's own name to perform the Services. Contractor shall provide the Commission with copies of such Certificates, Permits and Licenses as soon as they are obtained. Contractor shall provide information, assistance and documentation to the Commission as reasonably requested in connection with any Certificates, Permits and Licenses to be obtained by the Commission.

3.4 Audits, Records Retention and Inspection. Contractor shall maintain all pertinent work records and financial and accounting records, and evidence pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified by the State of Ohio. Records shall be made available upon request for review and/or audit by the Commission at any time during the Contract period or for three (3) years from the expiration date and final payment on the Contract, whichever is later. On-site audits shall (a) take place no more than once per calendar year, and (b) require 60 days' prior notice or a date agreeable to both parties.

3.5 Quality Control, Testing and Inspection. Contractor shall establish a plan for quality control, testing, inspection processes and non-conformance reporting and control. Contractor shall be responsible for all quality assurance, quality control, testing inspection activities and non-conformance reporting and control related to the Work, whether such Work is performed by Contractor or Subcontractors. Contractor shall submit to the Commission for its review a Project specific quality assurance, quality control, testing protocol (including methodology and frequency), testing inspection plan and non-conformance reporting and control plan. The Commission may review and comment on, without assuming liability for, such quality assurance, quality control, testing protocol (including methodology and frequency), testing inspection procedures and non-conformance reporting and corrective action procedures, and Contractor shall make mutually agreed upon revisions in accordance with the Commission's comments. Records of all testing and inspection work by Contractor shall be kept complete and available to the Commission during the performance of this Contract and for such longer period as may be specified by Contractor's standard recordkeeping practices. The Commission also reserves the right to conduct independent third-party testing.

3.6 Progress Reporting. Contractor shall provide the Commission with progress reports at such time and detailing such information as reasonably requested by the Commission. Contractor shall provide the Commission with such other information as reasonably requested by the Commission.

3.7 Review Meetings. Contractor shall conduct review meetings with the Commission as reasonably requested by the Commission and the meetings shall be in-person, by telephone or by any other means agreed by the parties, such as Microsoft Teams.

3.8 Third Party Review. The Commission may have third parties review Contractor's and any Subcontractor's work. Contractor expressly agrees to cooperate, if requested, in such third-party review.

3.9 The Commission's Review and Approvals. The Commission's review or approval of, or right to review, release and/or approve, any Work provided or performed by Contractor and its Subcontractors under this (including approval of drawings and specifications, Subcontractors, safety and environmental protection guidelines, quality assurance, quality control, testing and inspection procedures). This Contract shall not in any way be deemed to limit or in any way alter Contractor's responsibility to schedule, coordinate, perform and complete the Work in strict accordance with the requirements of this Contract.

APPENDIX C-REVISED

ARTICLE 4 –TERM

4.1 Initial Term. The Contract shall commence on the Effective Date until Final Acceptance as set forth in the Work Scope have been successfully completed to the satisfaction of the Commission and shall include a 1800-day warranty, penetration testing and maintenance/support period ("Warranty Period") after implementation and acceptance by the Commission. TheWarranty Period provided for in Article 12 herein, shall commence on a date certain, as agreed upon by the Parties in writing, and such document shall be deemed part of the Contract documents.

ARTICLE 5 - PRICE; PAYMENTS TO CONTRACTOR

5.1 Price. The Commission will compensate Contractor for its performance of the Services under this Contract as specified in Exhibit C – the Contractor's Pricing Proposal (the "**Contract Price**").

5.2 Payments. Contractor shall submit invoices to the Commission once per month using the Commission's vendor portal or by emailing invoiceprocessing@ohioturnpike.org. Invoices must reference the appropriate Purchase Order (PO) number. Invoices will be verified for accuracy and shall be paid by the Commission within thirty (30) days of receipt. Invoices must set forth the nature of the goods and/or services provided, the date(s) of providing such goods and/or services and the individual(s) providing such goods and/or services (if applicable).

5.3 Withholding. Should the Commission in good faith dispute any portion of an invoice, the Commission shall be entitled to withhold payment of the disputed portion provided that the Commission gives notice to Contractor of such disputed portion, together with reasons for such dispute, within the period specified for payment. The Commission shall also pay the undisputed portion of the invoice within such period. In addition to disputed amounts, the Commission may withhold payment of any portion of any invoice, in the amount reasonably necessary to protect the Commission in the event that: (A) the Work is deficient, defective, or incomplete, (B) a third party claim has been asserted for which Contractor has an indemnity obligation under Section 14.1; (C) Contractor has failed to make a payment as and when due to a Subcontractor or supplier for Materials, labor or equipment; or (D) there exists any other material claim by the Commission against Contractor of any nature relating to and/or arising from this Contract. If any monies are so withheld, they shall be paid only when the cause of such withholding has been eliminated. In the event of any controversy, claim or dispute between the Parties relating to non-payment of any disputed amounts, including any Change Order, Contractor shall, unless otherwise agreed in writing by the Parties or terminated by the Commission pursuant to Article 12, continue with the Work, and the Commission shall continue to pay all undisputed amounts owed to Contractor under the Contract.

5.4 Back Charges. The Commission reserves the right to accumulate and accrue the costs for back charges for rework or repair and schedule maintenance or recovery caused by Contractor's or Subcontractor's error(s) or oversights, omissions, shoddy construction, incorrect assembly or other errors by the Contractor or Subcontractors. A list of such back charges will be maintained by the Commission and reviewed with the Contractor as identified. The Commission will bill Contractor for such work or upon agreement with Contractor deduct such amounts from Contractor's invoice. Notwithstanding the foregoing, before the Commission may accumulate and accrue back charges, Contractor must first be afforded an opportunity to perform any remedial work allowed under this Contract.

5.5 Travel Expenses. Any travel expenses incurred by the Contractor will not be reimbursed by the Commission.

ARTICLE 6 – COMMENCEMENT OF WORK; PROJECT SCHEDULE

6.1 Commencement of Work. Upon Contract execution, Contractor shall commence with the performance of the Work.

6.2 Project Schedule. Subject to the Scope of Services, the Contractor shall prepare and submit to the Commission for its review a detailed Project Schedule for the Project, which shall be submitted in acceptable electronic and paper form. The approved Project Schedule shall become the Project Schedule. The Project Schedule shall govern Contractor's performance of the Services. The Project Schedule shall represent Contractor's judgment as to how it shall complete the Work. The Project Schedule shall include a detailed representation of all significant aspects of the Project, showing Contractor's plans for performance of the Project. The Project Schedule shall be the schedule which Contractor shall use in planning, organizing, directing, coordinating, performing and executing the Project (including all activities of Subcontractors) and shall be the basis for evaluating progress of the Project.

(A) Updated Project Schedule. Contractor shall update the Project Schedule monthly and at such other intervals as may be requested by the Commission by showing the actual progress of the Project; however, Contractor may not modify any major project milestone in the Project Schedule, without obtaining the Commission's prior written approval. The Updated Project Schedule shall reflect the actual progress of Work against the Project Schedule.

(B) Review of Schedule. The Commission may review the Updated Project Schedule for general conformance with this Contract. If the Commission determines at any time that the Updated Project Schedule does not conform to this Contract or to the Project Schedule in any respect, Contractor shall promptly revise and resubmit the Updated Project Schedule to the Commission. The Commission's review of the Updated Project Schedule shall not relieve Contractor of any obligations for the performance of the Work, change any schedule milestone, or be construed to establish the reasonableness of the Updated Project Schedule.

ARTICLE 7 – BONDS

7.1 Performance Bond. Contractor shall submit a performance bond in a form satisfactory to the Commission at the time of Contract execution. Said bond shall provide for payment to the Commission in the event Contractor fails to perform any of the terms and conditions of the Contract, at any time during the term thereof and in an amount equal to $[***TBD - per ORC 5537.07(D) performance bond must be 50% of entire contract amount***], renewable annually. The bond shall be furnished by a surety authorized to do business in the State of Ohio and shall remain effective through the term of the Contract.

ARTICLE 8 – CHANGES IN WORK

8.1 Changes in Work. Any changes in the Work or other requirements of this Contract shall be approved by the Parties in writing and any such writing shall constitute a Change Order and become part of the Contract.

ARTICLE 9 – COMPLIANCE WITH LAWS, REGULATIONS, AND PERMITS

9.1 Compliance with Laws. During the performance of this Contract, Contractor shall strictly comply with all Applicable Laws and executive orders applicable to the Services and Work, and all Applicable Codes and Standards.

9.2 Nondiscrimination.

(A) Contractor, with regard to its performance under 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 sub-consultants, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by applicable federal, state, and local laws.

(B) In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, Contractor will notify each potential sub-consultant or supplier of Contractor's obligations under this Contract.

9.3 Worker Safety Laws. Contractor shall comply with the Occupational Safety and Health Act of 1970 and all rules, regulations, standards, requirements and revisions thereof or adopted pursuant thereto. If applicable, Contractor agrees to comply with all Hazard Communication Standards promulgated by the Occupational Safety and Health Administration (OSHA), 29 CFR 1910.1200, et seq., as amended, to ensure that chemical hazards produced, imported, or used with the workplace are evaluated, and that hazard information is transmitted to affected employees of Contractor, of any Subcontractor or of the Commission.

9.4 Wages and Hours. If applicable, Contractor and any Subcontractors shall pay the prevailing wage rates of the locality, as determined by the Ohio Department of Commerce, Division of Labor & Worker Safety, Wage and Hour Bureau, to laborers and mechanics performing Work under the Contract. The prevailing rates of wages are published at https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform and shall be incorporated by reference in Contractor's contract(s) with its subcontractor(s). Contractor and every subcontractor shall provide to the Commission a schedule of dates during the term of the Contract on which wages will be paid to employees for the Project.

9.5 Permits. Unless this Contract otherwise provides, Contractor shall, at its own expense, obtain from appropriate Governmental Authorities all Permits, inspections and licenses which are required to be obtained by Contractor for it to perform

its work under the Contract and shall comply with all rules and regulations of insurance companies which have insured any of the work.

ARTICLE 10 – INTELLECTUAL PROPERTY RIGHTS

10.1 Ownership of Work and Data. Subject to the Commission's compliance with its obligation to compensate Contractor for the Services performed as set forth herein, all deliverables provided by Contractor to the Commission associated with the Services (including drawings, specifications, Data, manuals, reports, purchasing documents, Permits, calculations, and training materials), whether or not patentable, registrable as a copyrightable work, or registrable as a trademark or service mark, shall become the property of the Commission and the Commission shall own all intellectual property rights therein. Contractor hereby agrees that any such deliverables provided by Contractor to the Commission during the term of this Contract that pertain in any material respect to the Services shall be done as "work made for hire" as defined and used in the Copyright Act of 1976, 17 USC §1 et seq., and that the Commission, as the entity for which the work is prepared, shall own all right, title and interest in and to such materials, including the entire copyright therein. To the extent that any such deliverables are not deemed to be a "work made for hire," Contractor hereby assigns to the Commission ownership of all right, title, and interest in and to such materials, including ownership of the entire copyright therein. Notwithstanding the foregoing, nothing herein shall be deemed to convey or grant any ownership of intellectual property rights: (A) owned by Contractor prior to the Effective Date; or (B) developed by Contractor outside of the Scope of Services; provided that with respect to any such Contractor-owned intellectual property incorporated into the deliverables or utilized by Contractor in the performance of the Work, the Commission shall receive with respect to any such rights a nonexclusive, irrevocable, fully-paid-up and royalty-free, transferable, sublicensable, license to use, copy, communicate, and prepare modifications to such rights for the purpose of completing, operating, maintaining, repairing, modifying, adding to, improving and demolishing the Services and related systems.

If any design and development work is to be performed by Subcontractors, Contractor shall consult with the Commission prior to and during the negotiation and award of such contracts with regard to the treatment of intellectual property rights to any inventions and works of authorship developed under such contracts, and shall use all reasonable efforts to obtain from each such Subcontractor rights similar to those described in the preceding paragraph. Without limiting the foregoing, such rights shall include the right for the Commission to receive or obtain design and manufacturing information reasonably necessary for the Commission to obtain, directly or indirectly (e.g., by third party manufacture), parts for any equipment provided by such Subcontractors.

10.2 Proprietary Calculations. Upon request by the Commission, Contractor will (and will use best efforts to cause all applicable Subcontractors to) provide any confidential or proprietary design calculations or other formulas not otherwise provided to the Commission hereunder which are necessary to the Commission in the operation, maintenance, repair, modification, improvement, and alteration of the Services, or any unit or component thereof. Contractor and its applicable Subcontractors shall retain ownership of all intellectual property rights in such materials, and the Commission shall receive with respect to any such rights a nonexclusive, irrevocable, fully-paid-up and royalty-free, transferable, sublicensable, license to use such materials only as necessary for the operation, maintenance, repair, modification, improvement, and alteration of the Work, or any unit or component thereof.

10.3 Infringement. Contractor warrants that the goods or Services provided by Contractor or its Subcontractors hereunder are and will be original, do not and will not infringe on or misappropriate any United States or foreign patent, copyright, trademark, or other intellectual property rights of any third party, and to the extent such intellectual property is to be owned by the Commission in accordance with and subject to Section 10.1, have not been and will not be previously assigned or exclusively licensed. If the goods or Services provided by Contractor or its Subcontractors hereunder or any portion thereof is held to constitute an infringement or misappropriation of the intellectual property rights of a third party, then Section 13.1 shall apply.

10.4 Data Furnished by the Commission. All Data furnished by the Commission in connection with the Work shall remain the Commission's exclusive property. Contractor shall not use the Commission furnished Data for any purpose other than for the Services. Contractor shall return such Commission-furnished Data and all copies thereof to the Commission upon completing the Services, or upon the Commission's request.

10.5 Third-Party Review. Nothing in the Contract shall preclude the Commission from having third parties review Contractor's and any Subcontractor's Services, and Contractor expressly agrees to cooperate, if requested, in such third-party review.

APPENDIX C-REVISED

ARTICLE 11 – INSURANCE.

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

11.2 Commercial General Liability Insurance for liability and claims for damages for bodily injury, including wrongful death, personal advertising liability and for damages to property caused by an accident, including employer's liability, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate. Coverage shall be on an occurrence form and include contractual liability, products liability, premises operations, liability for independent contractors and personal injury.

11.3 Network Risk and Cyber Liability for unauthorized access, failure of security, breach of privacy perils, as well at notification costs and regulatory defense) in an amount of not less than $2,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

11.4 Commercial Automobile Liability Insurance covering liability arising out of the ownership, maintenance or use of all owned, non-owned, and hired automobiles including mobile equipment in an amount of not less than a Combined Single Limit of $1,000,000 for Bodily Injury and Property Damage.

11.5 Umbrella/Excess Liability Insurance Policy over primary Commercial General Liability and Commercial Automobile Liability in an amount not less than $2,000,000.

11.6 Workers Compensation. Contractor shall also procure and maintain until the Contract has been fully and completely performed, Ohio Worker's Compensation Insurance covering all employees who engage in any work in connection with the performance of the Contract except employees hired in a state other than Ohio who will not engage in any work in the State of Ohio.

11.7 Notice of Claim. Within twenty-four (24) hours after the occurrence of any accident or other event which results in or might result in injury to the person or property of any person which arises in any manner from Contractor's performance under the Contract, Contractor shall send written notice of the accident or event to the Commission's Project Manager and General Counsel setting forth a full and precise statement of the facts regarding the accident or event. Contractor shall immediately send to the Commission's General Counsel a copy of any summons, subpoena, notice or other documents served upon or received by Contractor, or any agent, employee or representative of Contractor, arising in any manner from the performance of the Contract.

11.8 Waivers of Subrogation. The Commission and Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Article or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Commission as fiduciary. The waivers expressed in this Section shall not apply with respect to any deductible or retention existing in the builder's risk or property insurance purchased and maintained by the Commission pursuant to this Contract.

11.9 Third Party Over. In any and all claims against the Commission, the indemnification obligations of Contractor in this Contract shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for Contractor under Workers' Compensation Acts, disability benefits or other employee benefit acts. As between the Commission and Contractor, Contractor waives its immunities under Ohio Revised Code Chapter 4123, Article 3 of the Ohio Constitution or any similar Workers' Compensation statutory immunity for purposes of conforming the indemnity obligations of this Contract. Contractor shall require of its respective Subcontractors, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein.

11.10 Title; Risk of Loss; Care, Custody, and Control of Materials. Contractor shall receive, check in, inventory, unload, store, and handle all Materials to be used, furnished or erected by Contractor or its Subcontractors. The Materials and property being used, furnished and/or erected, installed or constructed under the Contract shall be considered to be in the care, custody and control of the Commission, and legal title, equitable title, and risk of loss with respect to such Materials shall pass to the Commission on the delivery of the same to the Site. Contractor shall protect from damage or loss, all Materials to be used, furnished or erected by Contractor or its Subcontractors.

ARTICLE 12 – WARRANTY AND CORRECTION OF WORK

12.1 Warranty. The warranties set forth in this Article 12 and in the Scope of Work are referred to collectively as the **"Warranty"**. The period ending one hundred eighty (180) days after Final Acceptance as set forth in the Scope of Work is referred to as the **"Warranty Period"** for the Work, and Contractor's obligations and liabilities under this Article 12 shall cease upon the termination of the Warranty Period; provided, that if Contractor performs any Corrective Work pursuant to Section 12.2 in satisfaction of its Warranty obligations, the Warranty Period with respect to such Corrective Work shall be the longer of the original Warranty Period with respect to such work as set forth above or a period of ninety (90) days following the completion of such Corrective Work.

(A) Materials Warranty. Contractor hereby warrants that all Materials supplied by Contractor (including, hardware and software) and each component thereof shall be:

(1) new, complete, and of suitable grade for the Project;

(2) in accordance with Good Practices;

(3) in accordance with this Contract, including the design, drawings and specifications, Applicable Laws, and Applicable Codes and Standards;

(4) handled, stored, and installed in accordance with the applicable manufacturer's instructions, and in a manner that does not void or discount in any way manufacturer or vendor warranties;

(5) free of encumbrances to title; and

(6) free from defects (latent and patent) in design, material and workmanship.

(B) Services Warranty. Contractor hereby warrants that the Services shall be:

(1) in accordance with this Contract.

(2) in accordance with Good Practices;

(3) in accordance with all Applicable Laws and Applicable Codes and Standards;

(4) in accordance with Contractor's installation requirements when they exceed the above requirements

(C) Subcontractor Warranties. Contractor shall obtain warranties from Subcontractors consistent with Sections 12.1 and 12.2, which shall be deemed to run to the benefit of the Commission, its assignee(s), and Contractor, except as otherwise agreed by the Commission in writing. All warranties provided by any Subcontractor shall be in such form as to permit direct enforcement by Contractor or the Commission (or its assignees) against any Subcontractor whose warranty is called for. This Section 12.1(C) shall not in any way be construed to limit Contractor's obligations under Sections 12.1(A) and 12.1(B).

12.2 Correction of Work During the Warranty Period.

(A) If, during the Warranty Period, the Commission discovers any failure of the Work or any component thereof that does not comply with the Warranties set forth in Section 12.1 (**"Warranty Non-Conformance"**), the Commission shall provide Contractor with Notice detailing such Warranty Non-Conformance as soon as practicable following such discovery, but in no event later than the end of the Warranty Period.

(B) Contractor and/or its Subcontractors shall provide and perform (or reperform) any work (including any required assembly or disassembly of any affected work or other structure, installation, equipment, fixtures, or portion of

the Site), whether by repair, replacement or otherwise, as required to correct any Warranty Non-Conformance (**"Corrective Work"**). All costs associated with the Corrective Work, including repair, disassembly, removal, transportation, reassembly, or reperformance of any affected portion of the work, expediting charges, engineering, home office, field supervision, documentation related charges and the cost of correcting, reconstructing, or repairing any portion of the work or other property of the Commission that is destroyed or damaged by the Corrective Work, or is dismantled, removed, or demolished to provide access necessary to perform any Corrective Work, shall be at Contractor's sole expense. In the event Contractor utilizes spare parts owned by the Commission in the course of performing the Corrective Work, Contractor shall supply the Commission free of charge with new spare parts equivalent in quality and quantity to all such spare parts used by Contractor as soon as possible following the utilization of such spare parts. If any portion or component of the work has a Warranty Non-Conformance and cannot be repaired, in addition to providing a replacement of equal function, quality, and quantity, Contractor shall dispose of same at no cost to the Commission. If Contractor fails to dispose of such work or component on a timely basis, then the Commission may dispose of such work or component in a reasonable manner and shall be entitled to obtain reimbursement for all reasonable expenses incurred by the Commission in the disposition thereof.

(C) Response Period. During the Warranty Period, Contractor shall initiate Corrective Work within fifteen (15) calendar days after receiving written notification from the Commission of the existence of any Warranty Non-Conformance, or within such other period as the Parties may agree, and shall diligently and continuously use all reasonable efforts to complete same within thirty (30) calendar days or such other period which such completion may reasonably require. The time periods specified in this Section 12.2(C) for initiation and completion of Corrective Work are referred to herein as the "**Response Period**."

(D) Right to Correct or Complete Work. If Contractor fails or refuses to initiate Corrective Work or to diligently and continuously utilize all reasonable efforts to complete same within the Response Period, then the Commission, after further Notice to Contractor, may perform such Corrective Work with its own forces or those of another vendor, and (1) if there are outstanding amounts due to Contractor from the Commission, charge Contractor a back charge against such outstanding amounts, or (2) in the event no such outstanding amounts exist, charge Contractor for all reasonable costs and expenses associated with the performance or reperformance of such Corrective Work.

(E) Assignment of Warranties. At the request of the Commission, Contractor shall assign to the Commission the warranty rights provided by one or more of Contractor's Material suppliers with respect to the portion of the Work Scope performed or provided by each such Subcontractor or supplier.

ARTICLE 13 DEFAULT, TERMINATION AND SUSPENSION

13.1 Default by Contractor.

(A) Termination by the Commission for Default. If Contractor shall at any time (1) refuse or fail to provide sufficient properly skilled workers, adequate supervision or Materials of the proper quality; (2) fail in any respect to prosecute the Work according to the Project Schedule, as updated; (3) fail to comply, in any material respect, with any provision of this Contract; (4) make a general assignment for the benefit of its creditors; or (5) become insolvent, have a receiver appointed, or make a general assignment for the benefit of its creditors, in which such case the cure provisions found below shall not apply, and provided such failure or default is not excused pursuant to the express terms of this Contract, then, after the Commission serving notice to Contractor specifying the nature and origin of the alleged default, unless Contractor shall have taken adequate steps to cure such condition within fifteen (15) calendar days of such Notice, or if the default is impossible to correct within such fifteen (15) calendar day period, then within a reasonable period of time not to exceed ninety (90) calendar days from the date of such Notice (or a longer period, if agreed by the Commission, in its sole discretion); provided, that Contractor has commenced corrective action within seven (7) calendar days after receiving notice of such condition from the Commission and has proceeded diligently to cure such condition thereafter, then the Commission, at its option, without voiding the other provisions of this Contract and without further notice to any Party, may (a) take such steps as are necessary to overcome the condition, in which case Contractor shall be liable to the Commission for the cost thereof, (b) terminate for default Contractor's performance of all or any part of the Project by notice to Contractor, or (c) seek specific performance or interlocutory mandatory injunctive relief requiring performance of Contractor's obligations, provided, only to the extent that such relief is available at law and necessary to avoid irreparable harm to the Commission.

(B) Additional Rights of the Commission Upon Termination. In the event that the Commission terminates this Contract in whole or in part as provided in this Article, then the Commission may, at its sole option, (1) take possession of, for the purpose of completing the Work, all of the Materials, tools, supplies, documents, and information of Contractor, (2) take assignment of any or all of the Subcontracts, at the Commission's option, (3) complete the Work either by itself or through others, and/or (iv) recover from Contractor any damages suffered by the Commission as a result of such default. The Commission's rights under this Section are cumulative and in addition to any other rights provided for at law, equity or under this Contract.

13.2 Termination for Convenience by the Commission. The Commission shall have the right, in its sole discretion, to terminate for convenience this Contract, or any part of the Services to be performed by Contractor hereunder, at any time by providing Contractor with a notice of termination.

13.3 Termination Obligations. Upon receipt of a notice of termination under this Article, Contractor shall (1) immediately discontinue the Work (or portion thereof) on the date and to the extent specified in such notice, (2) except as agreed by the Commission, place no further orders for the Project, Materials, or Services except as may be necessary for completion of such portion of the Project (or portion thereof) as is not discontinued, (3) promptly make every reasonable effort to procure cancellation or assignment upon terms satisfactory to the Commission of all Subcontracts and rental agreements to the extent they relate to the performance of the Project (or portion thereof) that is discontinued, (4) cooperate with the Commission for the efficient transition of the Work, and (5) thereafter execute only that portion of the Work as may be necessary to preserve and protect work already in progress, and to comply with all Applicable Laws and Governmental Authorities. The Commission may, at its sole option, take assignment of any or all of the Subcontracts.

ARTICLE 14 – INDEMNIFICATION

14.1 Indemnification. Contractor shall defend, indemnify and hold harmless the Commission, its Commission members, Executive Director, officers and employees ("Indemnified Parties"), from and against any and all liability, including claims, demands, losses, damages, settlements, judgments, costs and expenses (including reasonable attorney's fees and any costs of defense) of every kind and description arising out of or in connection with, or occurring during the course of, performance of the Contract where such liability is founded upon or grows out of, directly or indirectly, the negligent acts, errors, omissions, undertakings, representations or warranties of Contractor, its officers, employees, agents, independent contractors or subcontractors and is attributable in any manner to bodily injury, personal injury, sickness, disease, or death of any person, or to the injury to or damage or destruction of property; or is the result from any claimed infringement of any copyright, patent or other intangible property right caused by Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor is legally liable (e.g., a subcontractor); or arises from or is related to any breach of this Contract by Contractor.

14.2 Application. This agreement to defend, indemnify and hold the Commission harmless shall survive the expiration or termination of this Contract. Nothing herein contained shall require Contractor to reimburse the Commission for acts or omissions caused by the sole negligence of the Commission. Contractor shall waive and shall not assert any claim against the Commission for any injury to persons, whether or not resulting in death, or any loss or damage to property occurring from any cause unless such injury, loss or damage is due solely to the negligence of the Commission, its agents or employees. Should the Commission elect to have Contractor defend one or more of the Indemnified Parties, the Commission shall have the right, but not the obligation, to appoint counsel and to be involved in decision-making as to that defense in all respects. The indemnity obligations of Contractor shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained by Contractor. It is the intent of the Commission by this Article to obtain rights to indemnification from Contractor that are to the maximum extent permitted by Applicable Law. If any term or condition of this Article exceeds what is permitted, then that term shall be read to provide indemnification to the limits of that Applicable Law.

14.3 Waiver of Immunities. Contractor, for itself, its successors, assigns, Subcontractors, and vendors hereby expressly agrees to waive any provision of any workers' compensation act or other similar law whereby the indemnifying Party could preclude its joinder by an indemnified Party as an additional defendant, or avoid liability for damages, contribution, or indemnity in any action at law, or otherwise where the indemnifying Party's or its Subcontractor's employee or employees heirs, assigns, or anyone otherwise entitled to receive damages by reason of injury or death brings an action at law against any indemnified Party. An indemnifying Party's obligation to an indemnified Party herein shall not be limited by any limitation on the amount or type of damages, benefits or compensation payable by or for the indemnifying Party under any worker's compensation acts, disability benefit acts, or other employee benefit acts on account of claims against the indemnified Party by

an employee of the indemnifying Party or anyone employed directly or indirectly by the indemnifying Party or anyone for whose acts the indemnifying Party may be liable.

ARTICLE 15 – PUBLIC RECORDS

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

ARTICLE 16 – MISCELLANEOUS PROVISIONS

16.1 Force Majeure. Neither party shall have liability to the other if it becomes unable to timely perform its obligations under this Contract due to labor disputes, fire, acts of God, tornados, flood, hurricane, earthquake, tidal wave, blizzard, or other natural disasters, acts of the state or federal government in their sovereign capacity, riots, civil commotion, quarantine restrictions, war, terrorism, incidence of disease or other illness that reaches outbreak, epidemic or pandemic proportions, unavoidable casualties, or other causes beyond their control.

16.2 Compliance with Laws. The Contractor shall perform its obligations hereunder, and shall ensure that all of its subcontractors perform their obligations, in accordance with all applicable federal, state, and local government laws, rules, regulations, orders and approvals, including but not limited to procedures and requirements relating to labor standards, compliance with Americans with Disabilities Act, and auditing and reporting provisions, now or hereafter in effect, and any rules required by any federal grant funding payment by the Commission. Any changes to applicable laws, rules, or regulations that are enacted after contract award may be the subject of a Change Order only if a change to Applicable Laws, rules, or regulations results in an actual and direct increase in cost to Contractor to comply with such changes.

16.3 Conflicts of Interest. Contractor represents and warrants that it, its principals, its employees, and all others in close association with it, have no conflict of interest or of time, directly or indirectly, that would prevent timely performance of the Services or the performance of the Services in a manner that is free of appearance or fact of impropriety. Contractor promises not to allow such conflict to arise and promises to disclose such a conflict in the event that one develops.

16.4 Non-Collusion. Contractor executed and delivered to the Commission the Non-Collusion Affidavit with its Proposal. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that no person having any such interest shall be employed in the performance of this Contract.

16.5 Waiver. None of the terms or provisions of this Contract shall be deemed waived except by a writing signed by the Party which is entitled to the benefits thereof. The failure of any Party to require performance of any provision hereof shall in no manner affect such Party's right at a later time to enforce the same. The waiver by a Party of any provision hereof shall not be deemed to be a continuing waiver of any such provision or a waiver of any other provision hereof.

16.6 Parties in Interest. Nothing in this Contract is intended to confer any rights or remedies under or by reason of this Contract on any Persons other than the Parties hereto, nor is anything in this Contract intended to relieve or discharge the

obligations or liabilities of any third Person or give any third Person any right of subrogation or action over or against any Party hereto. This Contract is binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns.

16.7 Assignment. Contractor may not assign any rights or claims, or delegate any duties under this Contract, in whole or in part, without the prior written consent of the Commission, which may be withheld at the Commission's sole discretion. In the event of any assignment or delegation permitted hereunder, Contractor shall continue to be liable for the performance of its obligations hereunder.

16.8 Informal Dispute Resolution. At the written request of either party, the parties will attempt to resolve any dispute arising under, or relating to, the Contract through the informal means. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Contract. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding.

16.9 Mediation. If the parties do not resolve their differences through Informal Dispute Resolution, the Commission may, at its sole discretion and election, choose to proceed with mediation, and the Contractor hereby agrees to engage in that process. The parties shall have 90-days from the date that a party serves notice of its claim on the other party to attempt to resolve their differences through mediation.

16.10 Formal Dispute Resolution - Litigation. If the parties do not resolve their differences through mediation, the dispute shall be resolved through litigation.

16.11 Governing Law; Venue.

(A) Any claims or disputes arising out of or related to this Contract shall be governed by and interpreted in accordance with the laws of the state of Ohio, without regard to principles of conflicts of law.

(B) Any action arising out of or related to this Contract in any way shall be brought exclusively in the Federal or State courts sitting in Cuyahoga County, Ohio, and each Party hereby consents to the jurisdiction and venue of such Court and the appropriate appellate courts therefrom in any such action and irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the personal jurisdiction and venue of such court and to any claim of inconvenient forum.

(C) Notices. All notices and other communications provided for in this Contract shall be in writing and shall be deemed to have been given (A) when delivered in person to the recipient, (B) 48 hours after deposit in the United States Mail, by certified mail, postage prepaid, addressed to the party at its address set forth below or at another address as the party shall designate by providing notice under this Section; (C) when Federal Express or comparable delivery service delivers the notice to the recipient; or (D) when the recipient receives the notice by electronic mail to the correct electronic mail address of the recipient, as confirmed in the electronic notice to sender. Notices will be directed to the person(s) listed below:

If to the Commission:

Ohio Turnpike and Infrastructure Commission
Director of Marketing and Communications
Attn: Charles Cyrill
682 Prospect Street
Berea, Ohio 44017
charles.cyrill@ohioturnpike.org

With a Copy to:
Ohio Turnpike and Infrastructure Commission
General Counsel
Attn: Jennifer Monty Rieker, Esq.
682 Prospect Street
Berea, Ohio 44017
jennifer.rieker@ohioturnpike.org

If to Contractor:

[***INSERT***]

16.12 Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the provision that is prohibited or unenforceable shall be reformed or modified to reflect the Parties' intent to the maximum extent permitted by applicable legal requirements.

16.13 Further Assurances. Contractor and the Commission agree to provide such information, execute and deliver any such instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party that are not inconsistent with the provisions of this Contract and that do not involve the assumption of obligations other than those provided for in this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.

16.14 Certification of Authority to Sign Contract. The persons signing on behalf of the Parties to this Contract certify by their signatures that they are duly authorized to sign this Contract on behalf of said Parties and this Contract has been authorized by said Parties.

16.15 Execution and Counterparts. This Contract may be executed in multiple counterparts, which taken together shall constitute an original without the necessity of all parties signing the same page or the same documents, and may be executed by signatures to electronically or telephonically transmitted counterparts in lieu of original printed or photocopied documents. Signatures transmitted by facsimile shall be considered original signatures.

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

16.17 Standard of Professional Conduct. The Commission supports the right of all people to work in an environment free from harassment, intimidation, and bullying. Contractor and its personnel shall adhere to professional conduct free of harassment, intimidation, and bullying at all times in performing the Work by respecting the rights of others and by refraining from any behavior that might be physically or mentally harmful to others. "Harassment, intimidation, and bullying" includes but is not limited to any intentional written, verbal, electronic, or physical act that a person exhibits toward another person which behavior both: (i) causes mental or physical harm to the other person; and (ii) is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive environment for the other person. Contractor is also responsible for the professional conduct of its Subcontractors. In the event of the Contractor's noncompliance with this provision, the Commission may terminate or suspend the Contract in whole or in part, and the Contractor may be declared ineligible for further Commission contracts. Additionally, the Chief Information Officer may order the offending party removed from the Contract until the alleged noncompliance is resolved to the satisfaction of the Commission.

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

16.19 Use of Artificial Intelligence ("AI"):

(A) Contractor must disclose to the Commission any use of AI in performing the requirements of this Contract, including but not limited to: (1) the specific work or services performed with the use or assistance of AI, (2) each AI tool, model or platform used, including the name, version and provider; and (3) an explanation of the AI model's logic and inputs. Contractor has a continuing obligation during the term of the Contract to provide the Commission with updates about its AI usage.

(B) Contractor may not upload or add any Commission information, records or documents into any AI tool, model or platform without the prior written approval of the Commission. Failure to comply with this provision shall be cause for the Commission to terminate the Contract immediately.

(C) The Commission reserves the right to review and audit any Contractor information or records pertaining to this Contract to verify compliance with this provision and applicable Commission policies, including but not limited to information about how decisions are made about AI and how outputs are generated.

IN WITNESS WHEREOF, the authorized representatives of the Parties have fully signed and entered into this Contract on the day and year last written below.

(SIGNATURES ON NEXT PAGE)

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

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

Date:_____

APPROVED AS TO FORM:

_____
Jennifer Monty Rieker, Esq., General Counsel

Date:_____

CONTRACTOR

By:_____

Name/Title:_____

Date:_____

APPENDIX C-REVISED

EXHIBIT A

Scope of Services

[Exhibit A will be completed after contract award]

APPENDIX C-REVISED

EXHIBIT B

Key Personnel

[Exhibit B will be completed after contract award]

APPENDIX C-REVISED

EXHIBIT C

Contractor's Pricing Proposal

[Exhibit C will be completed after contract award]

NEW - APPENDIX G

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

SYSTEM OF PREFERENCES

The Commission has a System of Preferences Policy which requires the Commission to apply bid or proposal preferences for (1) bids or proposals for domestic source end products for the Buy American preference, (2) bids or proposals from a Buy Ohio Supplier for products raised, grown, produced, mined or manufactured in Ohio or a border state or for products or services offered by a supplier demonstrating significant economic presence in Ohio or a border state; and (3) bids or proposals from bidders and respondents who are certified veteran-friendly business enterprises.

The System of Preferences Policy is the State of Ohio Department of Administrative Services model policy which is set forth in Ohio Administrative Code 123-5-1-04, Application of preferences (attached as Exhibit A). Defined terms in the Policy have the meanings set forth in Ohio Administrative Code 123-5-1-01, Definitions and Section 122.925 of the Ohio Revised Code (for the term "veteran friendly business enterprise") (attached as Exhibit B).

Bidders or Respondents must complete the attached System of Preferences form for a bid or proposal to be deemed responsive.

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

SYSTEM OF PREFERENCES FORM

This form must be complete, signed and submitted with the proposal.

RESPONDENT INFORMATION:

1. Respondent legal name:_____
2. Respondent business address:_____
   _____

BUY OHIO PREFERENCE

1. **Significant Economic Presence in Ohio or a border state:**
   a. Does Respondent pay required taxes to the state of Ohio or a border state?
      YES☐ NO☐

      i. If yes, identify which state(s): ☐ Ohio ☐ Kentucky ☐ Michigan ☐ Pennsylvania ☐ Indiana ☐ West Virginia

   b. Is Respondent registered and licensed to do business in the state of Ohio with the office of the secretary of state or as required by a border state?
      YES☐ NO☐

      i. If yes, identify which state(s): ☐ Ohio ☐ Kentucky ☐ Michigan ☐ Pennsylvania ☐ Indiana ☐ West Virginia

   c. Does Respondent have ten or more employees based in Ohio or the border state, or 75% or more of their employees based in Ohio or the border state?
      YES☐ NO☐

      i. If yes, identify which state(s): ☐ Ohio ☐ Kentucky ☐ Michigan ☐ Pennsylvania ☐ Indiana ☐ West Virginia

VETERAN FRIENDLY BUSINESS ENTERPRISE PREFERENCE

2. **Veteran-Friendly Business Enterprise Certification:**
    a. Is Respondent a certified veteran-friendly business enterprise with the State of Ohio Department of Administrative Services?
        YES☐ NO☐

        i. If yes, provide current certificate with this form.

Submitted by:

_____
Signature of Respondent representative
Printed Name/Title:_____
Date:_____

EXHIBIT A

Ohio Administrative Code 123:5-1-04
Application of preferences

OAC Ann. 123:5-1-04

This document is current through updates effective September 11, 2026.

OHIO ADMINISTRATIVE CODE > 123:5 Division of Purchasing. > Chapter 123:5-1 General Provisions.

123:5-1-04. Application of preferences.

(A) Information furnished in a bid or proposal will be relied upon in making the determination about whether a preference set forth in this rule applies, but the state may verify such information if necessary. Any bidder or offeror that intentionally submits false or misleading information to receive a preference will be immediately disqualified and may be subject to administrative or legal action.

Preferences will be applied except in those circumstances where the director of the department of administrative services or the director's designee determines compliance would not be in the best interest of the state or when otherwise prohibited.

This rule applies to the following preferences:

(1) Buy American preference. Bids and proposals that certify that they meet the criteria of domestic source end products as defined in rule *123:5-1-01 of the Administrative Code* will be evaluated to determine whether they are eligible for this preference.

(2) Buy Ohio preference. Bids and proposals that certify that they meet the criteria of buy Ohio products as defined in section 125.01 of the Revised Code, or that they are submitted by a buy Ohio supplier as defined in rule *123:5-1-01 of the Administrative Code*, or that they are submitted by a business organization that has a significant Ohio economic presence as defined in rule *123:5-1-01 of the Administrative Code*, will be evaluated to determine whether they are eligible for this preference.

(3) Veteran-friendly business enterprise preference. Bids and proposals will be evaluated to determine whether, at the due date and time of the submission, they were submitted by an entity that has the certification set forth in section 122.925 of the Revised Code and the rules promulgated thereunder.

(B) Criteria and procedures for applying preferences

Following the initial evaluation and scoring, all bids and proposals will be considered for preferences. Preferences will be calculated at a rate of five per cent for the first preference and two per cent each for the second and third preferences. The preferences will be summed up and applied as a total percentage for evaluation purposes.

Preferences will only be applied when there is at least one bidder or offeror that is not eligible to receive that particular preference. Bidders or offerors failing to complete the certification for a preference will not be eligible for that preference.

(1) Procedure for applying preferences to bids in response to an invitation to bid or reverse auction:

(a) For the buy American preference the applicable percentage is deducted from the costs submitted by the qualifying bidders eligible for the preference.

(b) For the buy Ohio preference, the applicable percentage is deducted from the costs submitted by the qualifying buy Ohio bidders eligible for the preference.

(c) If the bid contains multiple line items or multiple products, the preferences in paragraphs (B)(1)(a) and (B)(1)(b) of this rule will be applied per line item or only for that particular product.

(d) For the veteran-friendly enterprise preference, deduct the applicable percentage from the costs submitted by the qualifying veteran-friendly enterprise bidders eligible for the preference.

(2) Procedure for applying preferences to offers in response to a request for proposals:

(a) For the buy American preference, add the applicable percentage of the total available points to the total score of each offeror eligible for the preference.

(b) For the buy Ohio preference add the applicable percentage of the total available points to the total score of each offeror eligible for the preference.

(c) If claiming the preferences in paragraphs (B)(2)(a) and (B)(2)(b) of this rule based on the product(s) offered, an offeror is only eligible to receive the preference if the cost of the product(s) offered exceeds fifty per cent of the total offered cost for products and services. If claiming the preference in paragraph (B)(2)(b) of this rule, a buy Ohio supplier is eligible to receive the buy Ohio preference solely based on its significant economic presence in Ohio or a border state regardless of the origin of any product offered.

(d) For the veteran-friendly enterprise preference, add the applicable percentage of the total available points to the total score of each offeror entitled to the preference.

(3) After application of the preferences in this rule, the director or the director's designee will consider for award the bidder with the lowest bid or the offeror with the highest scoring proposal as adjusted by the preferences. If the director or the director's designee determines that selection of the lowest bid or the highest scoring proposal as adjusted by the preferences would not be in the best interest of the state, the director or the director's designee will propose a contract award to the lowest responsive and responsible bidder or to the offeror with the most advantageous proposal.

The final contract award will be made following further evaluation and award under rule *123:5-1-07*, *123:5-1-08*, or *123:5-1-12 of the Administrative Code*.

(C) Model system of preferences

This system of preferences as outlined in this rule may be used voluntarily by counties, townships, and municipalities for purchasing contracts.

Statutory Authority

Replaces:

123:5-1-06.

Effective:

2/23/2026.

Five Year Review (FYR) Dates:

2/13/2031.

Promulgated Under:

119.03.

Statutory Authority:

R.C. 119.03.

Rule Amplifies:

R.C. 125.09; *R.C. 125.11*.

Prior Effective Dates:

2/2/1982, 8/30/1984, 5/5/1995, 3/28/2014, 2/29/2016, 7/4/2022.

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End of Document

EXHIBIT B

Ohio Administrative Code 123:5-1-01
&
Ohio Revised Code Section 122.925

Definitions

OAC Ann. 123:5-1-01

This document is current through updates effective September 11, 2026.

OHIO ADMINISTRATIVE CODE > 123:5 Division of Purchasing. > Chapter 123:5-1 General Provisions.

123:5-1-01. Definitions.

As used in this division of the Administrative Code:

(A) "Agency" means a department created under section 121.02 of the Revised Code.

(B) "Auction event" means a competitive process conducted in which prequalified responsive and responsible bidders compete to submit the lowest price.

(C) "Bid response" means all documents, whether attached or incorporated by reference, supplied by the bidder in response to an invitation to bid. In a reverse auction, this also includes a qualifications summary and the lowest price submitted by the bidder during the auction event.

(D) "Bidder" means the person or firm that submits a bid response to an invitation to bid.

(E) "Border state" means any state that is contiguous to Ohio and that does not impose a restriction greater than Ohio imposes pursuant to sections 125.09 and 125.11 of the Revised Code on persons located in Ohio selling goods or services to agencies of that state.

(F) "Buy Ohio supplier" means a supplier submitting a bid or proposal offering Buy Ohio products or demonstrating significant economic presence in Ohio or a border state.

(G) "Community rehabilitation program" has the same meaning as defined in section 125.60 of the Revised Code.

(H) "Domestic source end product" means:

(1) An unmanufactured end product mined or produced in the United States, or

(2) An end product manufactured in the United States, provided:

(a) The cost of its components mined, produced, or manufactured in the United States exceeds fifty per cent of the cost of all its components of foreign origin; and

(b) Its components of foreign origin are of the same class or kind as those that the department of administrative services ("the department") determines are not mined, produced, or manufactured in the United States in neither sufficient and reasonably available commercial quantities nor of a satisfactory quality.

(3) Scrap that is generated, collected, and prepared for processing in the United States.

(I) "Electronic procurement system" means the department of administrative services' electronic procurement system used to purchase supplies or services in a manner prescribed by the department.

(J) "Emergency" has the same meaning as defined in section 5502.21 of the Revised Code.

(K) "First requisite procurement program" has the same meaning as defined in section 125.035 of the Revised Code.

(L) "Government ordering office" has the same meaning as defined in section 125.60 of the Revised Code.

(M) "Invitation to bid" or "ITB" means the process for soliciting competitive sealed bids and all documents, whether attached or incorporated by reference, utilized for soliciting competitive sealed bids.

(N) "Offeror" means the person or firm which submits a proposal in response to a request for proposal.

(O) "Personal protective equipment" has the same meaning as section 125.05 of the Revised Code.

(P) "Produced" has the same meaning as defined in section 125.01 of the Revised Code.

(Q) "Products" has the same meaning as defined in section 125.01 of the Revised Code.

(R) "Proposal" means all documents, whether attached or incorporated by reference, supplied by the offeror in response to a request for proposal.

(S) "Purchase" has the same meaning as defined in section 125.01 of the Revised Code.

(T) "Qualifications summary" means information submitted by a bidder or offeror as part of a solicitation that is used to determine the bidder's or offeror's responsibility and responsiveness.

(U) "Qualified nonprofit agency" means any community rehabilitation program that has been certified pursuant to section 125.604 of the Revised Code.

(V) "Recycled products" means products that are substantially equivalent to a non-recycled product, are economically feasible, and are commercially available in quantities sufficient to meet the purchasing need.

(W) "Request for proposal" or "RFP" means all documents, whether attached or incorporated by reference, utilized for soliciting competitive sealed proposals.

(X) "Second requisite program" has the same meaning as section 125.035 of the Revised Code.

(Y) "Services" has the same meaning as defined in section 125.01 of the Revised Code.

(Z) "Significant Ohio economic presence" means business organizations that:

(1) Pay required taxes to the state of Ohio or applicable border state; and

(2) Are registered and licensed to do business in the state of Ohio with the office of the secretary of state or as required by applicable border state; and

(3) Have ten or more employees based in Ohio or the applicable border state, or seventy-five per cent or more of their employees based in Ohio or the applicable border state.

(AA) "Specification" means any description of the physical or functional characteristics or of the goods or service to be purchased. It may include a description of any requirements for inspecting, testing, or preparing goods or services for delivery.

(BB) "Supplies" has the same meaning as defined in section 125.01 of the Revised Code.

Statutory Authority

Effective:

2/23/2026.

Five Year Review (FYR) Dates:

3/16/2029.

Promulgated Under:

119.03.

Statutory Authority:

119.03.

Rule Amplifies:

R.C. 122.925, *R.C. 125.01*, *R.C. 125.035*, *R.C. 125.08*, *R.C. 125.082*, *R.C. 125.09*, *R.C. 125.11*.

Prior Effective Dates:

2/2/1982, 8/30/1984, 5/5/1995, 7/25/2006, 3/28/2014, 4/27/2017, 3/9/2020, 7/4/2022, 4/26/2024.

Annotations

Notes to Decisions

(1994) The provisions prescribing a centralized system of state purchasing, competitive bidding requirements and procedures, annual inventories of state property, and the payment of state moneys to the treasurer of state as set forth in RC §§ 113.08, 125.01-.11, 125.16, 127.16, and 2 OAC 123:5-1 are applicable to the Ohio and 2Ch. OAC 123:5-1 are applicable to the Ohio retirement study commission: OAG No. 94-016.

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ORC Ann. 122.925

Current through File 102 of the 136th General Assembly (2025-2026)

Page's Ohio Revised Code Annotated > Title 1: State Government (Chs. 101 — 197) > Chapter 122: Department of Development (§§ 122.01 — 122.99) > Minority Business Development Division (§§ 122.91 — 122.942)

§ 122.925 Veteran-friendly business procurement program.

(A) As used in this section:

"Armed forces" means the armed forces of the United States, including the army, navy, air force, marine corps, space force, coast guard, or any reserve component of those forces; the national guard of any state; the commissioned corps of the United States public health service; the merchant marine service during wartime; such other service as may be designated by congress; and the Ohio organized militia when engaged in full-time national guard duty for a period of more than thirty days.

"State agency" has the meaning defined in section *1.60* of the Revised Code.

"Veteran" means any person who has completed service in the armed forces, including the national guard of any state, or a reserve component of the armed forces, who has been honorably discharged or discharged under honorable conditions from the armed forces or who has been transferred to the reserve with evidence of satisfactory service.

"Veteran-friendly business enterprise" means a sole proprietorship, association, partnership, corporation, limited liability company, or joint venture that meets veteran employment standards established by the director of development and the director of transportation under this section.

(B) The director of development and the director of transportation shall establish and maintain the veteran-friendly business procurement program. The director of development shall adopt rules to administer the program for all state agencies except the department of transportation, and the director of transportation shall adopt rules to administer the program for the department of transportation. The rules shall be adopted under Chapter 119 of the Revised Code. The rules, as adopted separately by but with the greatest degree of consistency possible between the two directors, shall do all of the following:

(1) Establish criteria, based on the percentage of an applicant's employees who are veterans, that qualifies an applicant for certification as a veteran-friendly business enterprise;

(2) Establish procedures by which a sole proprietorship, association, partnership, corporation, limited liability company, or joint venture may apply for certification as a veteran-friendly business enterprise;

(3) Establish procedures for certifying a sole proprietorship, association, partnership, corporation, limited liability company, or joint venture as a veteran-friendly business enterprise;

(4) Establish standards for determining when a veteran-friendly business enterprise no longer qualifies for certification as a veteran-friendly business enterprise;

(5) Establish procedures, to be used by state agencies or the department of transportation, for the evaluation and ranking of proposals, which provide preference or bonus points to each certified veteran-friendly business enterprise that submits a bid or other proposal for a contract with the state or an agency of the state other than the department of transportation, or with the department of transportation, for the rendering of services, or the supplying of materials, or for the construction, demolition, alteration, repair, or reconstruction of any public building, structure, highway, or other improvement;

(6) Implement an outreach program to educate potential participants about the veteran-friendly business procurement program; and

(7) Establish a process for monitoring overall performance of the veteran-friendly business procurement program.

(C)

(1) Any person who has been certified as a veteran-friendly business enterprise under this section may present the person's certification to a political subdivision as evidence that the person is eligible to participate in any public initiatives or strategies that the political subdivision has established to reward veteran-friendly businesses or to increase the participation, representation, or inclusion of veteran-friendly businesses in business opportunities, and in any programs the political subdivision may have that set aside a certain amount of public contracts to award to veteran-friendly business enterprises.

(2) When considering this evidence, a political subdivision shall defer to the department's determination that the person meets the criteria established under division (B)(1) of this section.

History

2015 hb64, § 101.01, effective September 29, 2015; renumbered from § ORC Ann. 9.318 by *2021 hb110*, § 101.01, effective September 30, 2021; *2022 sb105*, § 1, effective June 1, 2022; *2024 sb154*, § 1, effective March 20, 2025.

Annotations

Notes

Amendment Notes

The 2024 amendment by SB 154 added "space force" in the definition of "Armed forces" in (A).

The 2022 amendment by SB 105 added (C).

The 2021 amendment by HB 110 substituted "director of development" for "director of administrative services" in the last paragraph of (A) and twice in the introductory paragraph of (B).

Page's Ohio Revised Code Annotated
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