OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION

<u>ADDENDUM NO. 1</u>
ISSUED JULY 31, 2026

to

<u>RFP NO. 13-2026</u>
TO PERFORM ARMORED CAR CURRENCY AND COIN COURIER SERVICES

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

<u>ATTENTION OF RESPONDENTS IS DIRECTED TO:</u>

ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M. ON JULY 21, 2026:

-AND-

REVISED APPENDIX C – CONTRACT FOR ARMORED CAR CURRENCY AND COIN COURIER SERVICES
(See attached with revised contract language in Article 3, Section A and Article 5, Section O, #6 in yellow)

-AND-

REVISED EXHIBIT 2 TO THE SCOPE OF SERVICES

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

Aimee W. Lane

____________________________ <u>July 31, 2026</u>
Aimee W. Lane, Esq., Date
Director of Contracts Administration

ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M. ON JULY 21, 2026:

Q#1 Contract term end date: Part I and Appendix B reference a term running through December 31, 2030, while Article 3 of the form Contract states a four-year term through September 30, 2030. Which date is controlling, and should Respondents price the five periods shown on Appendix B, being the period October 1 through December 31, 2026, plus calendar years 2027 through 2030?

A#1 Respondents should price the five periods shown on Appendix B, being the period October 1 through December 31, 2026, plus calendar years 2027 through 2030. Article 3, Section A of the Form Contract has been updated and is part of this Addendum.

Q#2 The Pricing Score is based on estimated total contract cost. Will the Commission publish the estimated annual number of visits, or per-location visit counts, that it will apply to each Respondent's per-location per-visit rates, so that all proposals are evaluated on a common volume basis?

A#2 This information is found in Appendix A (Item B), Appendix B (listed by number of visits per week), and the Confidential Information Packet.

Q#3 Performance guaranty amount: Part III. C requires a performance guaranty in the form of a bond or certified check in the amount of 50% of the estimated annual contract price. Article 5.O.6 of the form Contract states a performance bond in the amount of $250,000. Please confirm which provision controls.

A#3 Part III. C requires a performance guaranty in the form of a bond or certified check in the amount of 50% of the estimated annual contract price. Article 5, Section O #6 of the Form Contract has been revised and is part of this Addendum.

Q#4 Is a bid bond or other bid guaranty required to accompany the proposal submission? If so, please confirm the required amount and acceptable form.

A#4 No, per Part III. C, the Respondent is required to submit an affirmative statement acknowledging the requirement to furnish a performance guarantee in the form of a bond or certified check in the amount of 50% of the estimated annual contract price.

Q#5 Following the Commission's receipt of a signed Confidentiality Statement, what is the anticipated time frame for release of the Confidential Information Package, and will it include per-location currency and coin volumes and standing order amounts? Given the

Inquiry Period closes July 29, 2026 and proposals are due August 5, 2026, will Respondents receive the Package with sufficient time to prepare pricing?

A#5 Yes, this information is found in the Confidential Information Packet. Please complete and submit "Appendix H – Confidentiality Statement" to receive the Confidential Information Packet via email within one business day.

Q#6 Fuel surcharge treatment: Appendix B states that proposals including additional fees or adjustments to the quoted prices will not be accepted, except as otherwise stated, and then requests submission of a fuel surcharge matrix or policy. Please confirm that a fuel surcharge is a permitted adjustment applied in addition to the fixed per-visit rates, and clarify whether the fuel surcharge is evaluated as part of the Pricing Proposal or is submitted for disclosure only.

A#6 Per Appendix B, a fuel surcharge is a permitted adjustment applied in addition to the fixed per-visit rates and will be considered in the pricing evaluation / scoring.

Q#7 Section F of the Scope of Services provides that if the Commission closes, opens, or re-designates a Toll Plaza, the Commission will receive a deduction from, or pay an additional sum to, the Contractor corresponding to the amount specified in the Contractor's Price Proposal for the elimination or addition of the location. Appendix B does not contain a separate line item for the price to add or eliminate a location. Should Respondents derive the add or delete adjustment from the applicable per-location per-visit rate stated on Appendix B, or will the Commission provide a separate line item for per-location add and delete pricing?

A#7 The Commission will determine the add or delete adjustment from the applicable per-location per-visit rate stated on Appendix B.

Q#8 Anticipated change in service locations: Section F reserves the Commission's right to close, consolidate, or re-designate Toll Plazas during the term. For pricing and staffing purposes, does the Commission currently anticipate any location closures, consolidations, or frequency reductions during the contract term that Respondents should account for?

A#8 No, not at this time.

Q#9 Depository delivery endpoints: For Group I and Group II respectively, which specific depository bank vault or vaults identified in Exhibit 2 are the required delivery endpoints for deposits?

A#9 Any of the vaults in Exhibit 2 may be utilized. Note: a revised Exhibit 2 has been issued with this addendum. The successful Contractor will coordinate with the Commission's depository bank and the vault service location(s) that the awarded contractor selects.

Q#10 The depository vault locations identified in Exhibit 2 are situated at third-party armored carrier facilities. Will the awarded Contractor be granted access to make deliveries at those facilities, and can the Commission provide the delivery hours and security protocols applicable at each endpoint?

A#10 Yes, the awarded Contractor will be able to make deliveries at those facilities listed in the revised Exhibit 2, issued with this addendum. The delivery hours and security protocols will be available to the successful Contractor.

Q#11 At the five unstaffed Toll Plazas serviced one day per week (Exits 81, 91, 135, 140 and 193), who provides site access for the scheduled pickup, given that Section E of the Scope of Services states a Toll Plaza supervisor will be in attendance during each pickup and delivery? Please also confirm whether service at these locations is pickup only, or whether currency and coin deliveries are also made.

A#11 A Toll Supervisor responsible for the site will be onsite on each scheduled pickup and delivery day. Yes, pickup and delivery are required at unstaffed locations.

Q#12 Section C of the Scope of Services requires an additional pickup on the first calendar day of any month that falls on a Tuesday or Thursday, excluding bank holidays. Does this additional pickup apply to all twenty-four locations, only the nineteen staffed locations, or only locations with a standing deposit on that day? Is the additional pickup compensated at the per-location per-visit rate stated on Appendix B, or is it included in the base per-visit pricing?

A#12 The Contractor must pick up at all twenty-four locations on the first day of each calendar month, unless the first day of the month falls on a Saturday, Sunday or Holiday. A First of the Month Pick Up Schedule is found in the Confidential Information Packet.

Contractor will be paid at the contracted per-location, per-visit rate in Appendix B for any additional pickup or delivery in a week.

Q#13 Holiday schedule handling: Which holiday calendar defines bank holidays for purposes of this contract, and in a week containing a Monday, Wednesday or Friday holiday, does the affected scheduled visit shift to an alternate day or is it omitted for that week?

A#13 The Federal Reserve holiday schedule defines bank holidays for purposes of this contract. In a week containing a Monday, Wednesday or Friday holiday, the affected scheduled visit is omitted *for that week, unless the affected scheduled visit is the first day of the month. A First of the Month Pick Up Schedule is found in the Confidential Information Packet.*

Q#14 Delivery frequency detail: Part I states that delivery of currency and coin may occur between one and three days per week. Is each location's delivery frequency fixed by its standing order as reflected in the Confidential Information Package, or may it vary week to week at the Commission's direction?

A#14 Although multiple locations have a standing order, orders may vary week to week at the Commission's direction.

Q#15 Depository vault relocation: Section D of the Scope of Services notes the Commission has no control over changes to the depository bank's vault locations. In the event the depository bank relocates a vault during the term and the change materially affects route distance and cost to serve, is there a mechanism for price adjustment?

A#15 No. However, upon showing evidence of significant financial hardship, the Commission would consider an adjustment. This in no way guarantees approval of a requested price adjustment.

Q#16 Transition and onboarding to the October 1 start: Given the October 1, 2026 service commencement date, what transition or onboarding support will the Commission provide to the awarded Contractor, including coordination of standing order schedules, tamper-evident bag inventory, site access, and depository delivery arrangements, to help ensure uninterrupted service on the commencement date?

A#16 The Commission will work with the successful respondent to ensure uninterrupted service on the commencement date.

Q#17 Armed personnel and crew configuration. Section E requires that all Commission funds be transported in armored vehicles. Does the Commission require armed personnel and/or a minimum crew complement, such as a two-person crew, at any pickup or delivery location, or is crew configuration left to the Contractor's standard operating procedures?

A#17 The Commission will rely on the Contractor's established security procedures and policies used to mitigate risk of loss assumed under the contract.

Q#18 Maximum Liability Amount: Article 5.P.1 of the form Contract establishes a Maximum Liability Amount of $250,000 per Daily Shipment. Please confirm this amount is firm regardless of the actual value of currency and coin comprising a Daily Shipment.

A#18 "Except as specifically set forth in the Contract, the Contractor shall be liable for the

Loss of a Daily Shipment, up to and including the Maximum Liability Amount, which shall be $250,000.00 per each Daily Shipment."

Q#19 All Risk insurance sizing: Article 5.O.3 requires All Risk Liability Insurance in an amount not less than the maximum value of property under the Contractor's care, custody and control during any event of loss. What maximum per-shipment or per-vehicle value should Respondents use to size this coverage? If this figure is provided within the Confidential Information Package, please confirm.

A#19 Yes, the information is found in the Confidential Information Packet.

Q#20 Termination for convenience. Article 5.I.3 permits termination at any time upon 30 days written notice, with payment for services rendered to that date. Given the mobilization required to commence service on October 1, 2026 and the performance guaranty requirement, are unrecovered mobilization or demobilization costs compensable in the event of a termination for convenience?

A#20 Should a termination for convenience occur, the Commission would pay the Contractor for services rendered up to the termination date.

Q#21 Financial statement form: Questionnaire item 8 requests the most recent audited balance sheet and profit and loss statement. If a Respondent's financial statements are prepared on a reviewed or compiled basis rather than audited, will those statements be acceptable when submitted together with the most recent unaudited balance sheet and profit and loss statement?

A#21 Yes.

Q#22 Scope of custody at pickup: Article 5.P.2 of the form Contract provides that the Contractor is not responsible for ascertaining the contents of any Daily Shipment. Please confirm that the Contractor's scope is limited to the secured transport of sealed, tamper-evident deposit bags, verified by bag number and indicated amount on the chain of custody log, and that the Contractor is not required to open, count, verify, or reconcile the contents of any deposit.

A#22 The contractor is not responsible for ascertaining the contents of any Daily Shipment.

END OF ADDENDUM NO. 1

APPENDIX C

CONTRACT FOR
ARMORED CAR CURRENCY AND COIN COURIER SERVICES

This Contract, entered into as of the last date of the signature below, is between the **Ohio Turnpike and Infrastructure Commission**, a body corporate and politic constituting an instrumentality of the State of Ohio, located at 682 Prospect Street, Berea, Ohio 44017 (the "Commission"), through its Executive Director under the authority of Section 5537.04(A)(12) and [*Article V, Section 2 of the Code of Bylaws OR Resolution No. X-2026, adopted XXXX X, 2026*], and [***Contractor name,*** *entity type, address*] ("Contractor"), through its authorized representative.

RECITALS

WHEREAS, on XXXX X, 2026, the Commission issued Request for Proposals No. X-2026 (the "RFP") to select a contractor to perform Armored Car Currency and Coin Courier Services as more fully described in the RFP; and

WHEREAS, Contractor submitted a proposal dated XXXX X, 2026 ("Proposal") in response to the RFP to perform the required services; and

WHEREAS, an Evaluation Team comprised of Commission staff reviewed the proposals received to perform the required services [*along the entire turnpike or for Group I or Group II],* and among those submitting proposals, determined that the Contractor's proposal offers the best value to the Commission in terms of service and price; and

WHEREAS, the Executive Director approved the Evaluation Team's recommendation to award this Contract to the Contractor; and,

WHEREAS, the Commission authorized the award of the Contract to the Contractor under Resolution No. X-2026, adopted XXXX X, 2026.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Commission agrees to pay for, and the Contractor agrees to provide the services identified herein on the terms and conditions set forth below.

ARTICLE I – GOVERNING DOCUMENTS

A. Contract Documents. The documents that comprise this Contract include this Contract, the Scope of Services (attached hereto as Exhibit A) and the Contractor's Pricing Proposal, (attached hereto as Exhibit B) (the "Contract Documents"). In the event of a conflict, the terms and conditions of this Contract control.

ARTICLE 2 - SCOPE OF SERVICES

A. Generally. By executing this Contract, the Commission accepts and Contractor agrees to be bound by its Proposal dated XXX X, 2026, subject to any changes or modifications that may be made by this Contract. The Proposal is incorporated as if fully rewritten herein whether or not physically attached to this Contract.

B. Specific Services. The Contractor is retained to supplement the regularly employed staff of the Commission to perform the Armored Car Currency and Coin Courier Services necessary for the operation of the Commission's toll collection system. The Contractor shall render the specific services identified and described in Exhibit A including but not limited to picking-up the Commission's cash deposits from its toll plazas at the locations and frequencies identified in the attached Exhibit C and dropping-off the deposits at its depository bank.

C. Performance Warranty. The Contractor and its staff shall provide the services contemplated under the Contract in a manner consistent with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of the profession, currently performing under similar circumstances. The Contractor shall be responsible for the quality services rendered under the Contract and shall promptly make necessary corrections resulting from its negligence, errors or omissions without any additional compensation. The Contractor's duty of care shall extend to the Commission, and the Contractor shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by the Contractor's negligent acts, performance, errors or omissions. If no such standards exist, then the Contractor shall perform its services in a workmanlike manner with a reasonable degree of care, skill and diligence and as described in this Contract.

D. Drug-Free Workplace. The Contractor shall comply with all applicable federal, state, and local laws regarding drug-free workplaces, and shall make a good faith effort to ensure that its employees do not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

E. Designated Representative. The representative of the Commission that is authorized to act on behalf of the Commission with respect to the Contract is the Director of Toll Operations or designee. The representative authorized to act on behalf of the Contractor with respect to the Contract is:

Name
Address
Phone
E-mail

F. Contractor's Contacts List. The Contractor shall provide the Commission with a contacts list for all pertinent personnel performing services under this Contract and shall update the contacts list regularly and upon request by the Commission.

ARTICLE 3 –TERM

A. Term. The Contract shall commence on October 1, 2026, and, subject to the termination provisions of the Contract, continue for a period of four (4) years through December 31, 2030 (the "Term").

ARTICLE 4 – PAYMENTS

A. Rates. The Commission shall make monthly payment to the Contractor pursuant to the agreed upon rates in the Contractor's Pricing Proposal, attached hereto as Exhibit B, including any agreed fuel surcharge.

B. Invoices. The Contractor shall render its invoices for services under the Contract, reflecting the agreed upon rates in the Contractor's Pricing Proposal (see Exhibit B), to the Commission's Director of Toll Operations on or about the 10th day of the month after any such services are performed. Undisputed invoices or portions thereof shall be due and payable by the Commission within thirty (30) days from the date of receipt thereof. In the case of disputed or questioned invoices or invoices received without proof of performance. The Contractor shall submit invoices to the Commission once per month using the Commission's vendor portal or by emailing invoiceprocessing@ohioturnpike.org. The appropriate purchase order number must be referenced on each invoice.

C. Tax Exempt Status. The Commission is exempt from federal excise taxes and all state and local taxes, unless otherwise provided. The Commission does not agree to pay any taxes on commodities, goods, or services acquired from, or by, the Contractor.

ARTICLE 5 – GENERAL TERMS AND CONDITIONS

A. Non-Disclosure. The Contractor agrees that it will not disclose at any time during or after its services under the Contract, either directly or indirectly, any confidential knowledge or information which the Contractor may acquire with respect to the Contract or the Commission's operations, except as may be required by law, or in a court of competent jurisdiction.

B. Publicity. Any use of or reference to the Contract by the Contractor to promote, solicit, or disseminate information regarding the scope of the Contract is prohibited, unless otherwise agreed to in writing by the Executive Director of the Commission.

C. Non-Exclusive Rights. Nothing in this Contract shall preclude the Commission from acquiring other services similar to the services provided for in the Contract.

D. Audits, Records Retention and Inspection. The Contractor shall maintain all pertinent 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. Financial and accounting records shall be made available upon request for review and/or audit by the Commission's Executive Director, Director of Toll Operations, or Chief Financial Officer, or the Ohio Auditor of State's office at any time during the Contract period or for two (2) years from the expiration date and final payment on the Contract, whichever is later.

E. Compliance with Law. The Contractor agrees to comply with all applicable federal, state, and local laws and regulations in its performance under the Contract, including without limitation, the laws relating to the payment of wages, campaign contributions, drug-free workplace, non-discrimination in employment, ADA compliance, workplace safety, unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, and any and all tax and payroll deductions required for its employees. In the event that any provision of the Contract is in conflict with any law or regulation, then such law or regulation shall prevail. It is understood that neither the 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.

F. Certification of Compliance with Ethics and Campaign Contribution Laws. The Contractor certifies with its signature on the Contract that it is aware of and is in compliance with the Ethics provisions of Ohio Revised Code Sections 102.03 and 102.04, and the provisions of Ohio Revised Code Section 3517.13 as they pertain to Campaign Contribution Limitations under Ohio law, and affirms that, as applicable, no principal of the Contractor nor the spouse of any principal, if any, has made, as an individual, any time during the previous two (2) calendar years, one (1) or more contributions totaling in excess of $1,000 to the Governor or to his campaign committee. A "principal" shall include, but is not limited to, a sole proprietor, individual, partner, shareholder, administrator, executor, trustee, or owner of more than twenty (20) percent of a corporation or business trust, taking into account only owners for all of the two (2) previous calendar years.

G. Conflict of Interest. The 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 its performance under this Contract. The Contractor further covenants that no person having any such interest shall be employed in the performance of this Contract.

H. Assignment and Subcontracting. The Contractor may not assign, transfer, convey or otherwise transfer or dispose of its rights, title, or interest in, or performance under the Contract to any other person, company, corporation or entity without the prior written approval of the Commission's Executive Director, Director of Toll Operations, or Chief Financial Officer. Any such approved assignment shall not relieve the Contractor from any of its responsibilities under the Contract. All work to be done by subcontractors utilized by the Contractor is subject to preapproval by the Commission. All subcontractors or subcontractors selected by the Contractor and approved by the Commission must comply with all the terms and conditions contained in the Contract.

I. Default and Termination.

1. The Contractor shall be in default of the Contract if any of the following occur:

a. It makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition under the federal bankruptcy laws or any other law or statute of the United States or any state or local governmental body, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of the property;

b. It abandons or discontinues its operations for the Commission except when such abandonment or discontinuance is due to a *force majeure* event;

c. It fails to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Contract and such failure continues for a period of 10 calendar days after written notice of such failure is given it by the Commission, provided that the failure or refusal to perform under this Contract is not is due to a *force majeure* event.

2. Upon the occurrence of any one or more of the events of default set forth in Paragraph 1 of this Section or upon any other default or material breach of this Contract, the Commission may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

a. The Executive Director, upon written notice of his intention to do so, may terminate this Contract and have the services then uncompleted performed by another contractor or otherwise;

b. To enjoin any breach or threatened breach by the Contractor of any covenants, Contracts, terms, provisions or conditions of the Contract;

c. To sue for the performance of any obligation, promise or Contract devolving upon the Contractor's for performance or for damages for the non-performance thereof, all without terminating the Contract; and/or

d. Without waiving any default, to pay any sum required to be paid by the Contractor to others than the Commission and which the Contractor has failed to pay under the terms and conditions of this Contract and any amounts to be paid by the Commission, with interest thereon at 8% per annum from the date of such payment and all expenses connected therewith, shall be repaid by the Contractor to the Commission on demand.

3. The Executive Director may terminate the Contract at any time for any reason upon 30 days' written notice to the Contractor. Additionally, the Commission may, at any time during the term, suspend or abandon, in whole or in part, the work under the Contract. In either case, the Commission shall pay the Contractor for services rendered up to that time on account of such work. Such payments shall be made to the Contractor for partial services in proportion to the completion of the services upon termination.

4. All rights and remedies granted to the Commission in the Contract and other rights and remedies that the Commission may have at law and in equity are declared to be cumulative and not exclusive and the fact that the Commission may have exercised any remedy without terminating this Contract shall not impair the Commission's rights to later terminate or to exercise any other remedy granted in the Contract or to which it may be otherwise entitled. In no event shall any action or inaction, including any payments to the Contractor, by the Commission constitute or be construed to be a waiver by the Commission of any breach of covenant or default which may then exist on the part of the Contractor, and the Commission's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

J. 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.

K. **Choice of Law.** The Contract shall be subject to the laws of the State of Ohio. All duties of either party shall be deemed performable and performed in the State of Ohio.

L. **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.

M. **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 governed by the most recently published Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association, and the Contractor hereby agrees to engage in that process in accordance with those rules and procedures. 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.

N. **Formal Dispute Resolution - Litigation.** If the parties do not resolve their differences through mediation, the dispute shall be resolved through litigation. Litigation may take place only in Cuyahoga County Court of Common Pleas or the United States District Court for the Northern District of Ohio.

O. **Insurance, Bonds, Injuries and Litigation.** For any work under the Contract and for the term of the Contract, the Contractor and all subcontractors, shall purchase and maintain at its own expense insurance the specified coverage and promptly furnish to the Commission certificates of insurance evidencing that the specified insurance coverages are in effect. The insurance coverage to be purchased and maintained by the Contractor and its subcontractors, as required, shall be primary and non-contributory pertaining to any insurance, self-insurance, or self-funding arrangement maintained by the Commission, which shall not contribute thereto. There shall be severability of interests among the insureds under the insurance policies. Cross liability coverage shall be included in the policies. All endorsements or modifications to the insurance purchased and maintained by the Contractor and its subcontractors shall be subject to the Commission's review and final acceptance.

1. **General Commercial Liability Insurance.** On an occurrence coverage basis (including, without limitation, coverage for bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to the Contract, independent contractual, products and completed operations, explosion, collapse and underground hazards) the Contractor shall purchase general commercial liability insurance policy in the amount of $1,000,000 for each occurrence and $2,000,000 in general aggregate.

2. **Commercial Auto Liability Insurance.** For Owned, Non-owned and Hired Automobile Liability with a limit of $2,000,000 minimum annual combined single limit, bodily injury and property damage. Such insurance shall cover and include liability arising from all vehicles owned by, hired by, or used by or on behalf of the Contractor or any of its subcontractors.

3. **All Risk Liability Insurance.** All Risk Liability Insurance in an amount not less than the maximum value of the property under the care, custody and control of the Contractor while performing services for the Commission during any event of loss. Said insurance shall include property on board including, but not be limited to, coverage for money, checks and receipts resulting from employee negligence, dishonesty or theft.

4. **Umbrella Policy.** The Contractor shall purchase and maintain Excess Liability coverage in excess of all underlying liability policies in an amount not less than $2,000,000 per occurrence and shall be written on an occurrence form and shall include the general liability, commercial auto liability, employer's liability, completed operations and contractual liability.

5. **Additional Insured.** The Commission, its Commissioners, officers, representatives, members, agents, and employees, shall be included as additional insureds on the Contractor's Commercial General Liability policy (including Employers Liability), Automobile Policy, and Excess/Umbrella Liability. The additional insured coverage afforded under the Contractor's policies shall include both ongoing operations (work in progress), and completed operations (completed work) and include the Commission on a direct pay endorsement as loss payee.

6. **Performance Bond.** The Contractor shall furnish a performance bond in a form satisfactory to the Commission prior to the time of Contract execution. *[The amount of the Performance Bond shall be determined at the time of contract award. Per ORC 5537.07(D), the Performance Bond amount must be 50% of the annual contract price.]* Said bond shall provide for payment to the Commission in the event said Carrier fails to perform any of the terms and conditions of the Contract, at any time during the term thereof. The bond shall be furnished by a surety authorized to business in Ohio and shall remain in effect throughout the term of the Contract and any renewal thereof.

7. **Insurers and Notice.** All insurance required to be purchased and maintained by Selected Carrier and all subcontractors shall be placed and maintained with insurance companies rated at least equal to the AM Best's Rating of A or if not rated, of recognized financial responsibility, financial size of VIII, licensed to do business in Ohio. The Contractor shall provide written notice to the Commission at least thirty (30) days prior to the cancellation, non-renewal and/or material modification of any such policies as evidenced by return receipt of United States certified mail.

8. **Notice of Occurrence.** Upon the Contractor's knowledge of any occurrence, event, or third-party claim(s) which may reduce or otherwise materially affect the aggregate amount of insurance coverage available to the Commission pursuant to the Contract, the Contractor shall: (i) immediately provide the Commission with written notice of such occurrence,

event or third-party claim(s) with reasonable detail, and (ii) promptly obtain replacement insurance for the eroded aggregate limit and provide the Commission with evidence thereof.

9. **Workers Compensation**. Contractor shall maintain until the Contract has been fully and completely performed. Ohio Workers' Compensation Insurance covering all the 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.

10. Additional Insurance. The Commission may, at any time, require the Contractor to obtain any additional or other insurance. In each such case, the Commission shall reimburse the Contractor for the net premium cost thereof which reimbursement shall be made at the time of final payment.

P. Contractor's Liability, Limitations and Exclusions. For purposes of this Section, the following definitions shall be applicable: "**Distinctively and Securely Sealed Container"** means that the Container used to hold any Property to be transported by Contractor has been closed and fastened with a device or method of sealing having a distinguishing mark that can be clearly seen and recognized as a unique identification number or special mark that is attached to the container so that the Property is enclosed and firmly fixed therein, and the device or method of sealing cannot be removed and reapplied to the Container, with leaving visible external evidence of tampering to the Container. **"Loss"** means any loss of, damage or destruction to Property. **"Maximum Liability Amount"** means the total liability assumed by the Contractor for Loss of a Daily Shipment, as specified in the Contract. **"Property"** means currency, coin, checks, securities, and other financial instruments, and other valuables as mutually agreed upon by the Contractor and the Commission. **"Daily Shipment"** means one (1) or more Distinctively and Securely Sealed Containers of Property received by the Contractor at one (1) or more pick-up locations, which are to be delivered to a single delivery location. In addition to the *force majeure* provisions contained herein, the Contractor's liability for the performance of the services to be provided under the Contract shall be subject to the following limitations:

1. Except as specifically set forth in the Contract, the Contractor shall be liable for the Loss of a Daily Shipment, up to and including the Maximum Liability Amount, which shall be $250,000.00 per each Daily Shipment. The Contractor's liability shall commence when the first Distinctively and Securely Sealed Container of the Daily Shipment has been received into the Contractor's possession as documented by a receipt recorded and maintained by the Commission for such Daily Shipment in the "Customer Receipt Book" provided by the Contractor, and shall terminate when the entire Daily Shipment has been delivered to the delivery location or returned to the pickup location in the event that delivery cannot reasonably be made by the Contractor.

2. The Contractor's maximum liability for Loss of the Commission's Property shall not exceed the Maximum Liability Amount, notwithstanding anything to the contrary contained in any invoice, receipt or other document relating to any Daily Shipment transported under the Contract. The Contractor is not responsible for ascertaining the contents of any Daily Shipment.

3. The Contractor shall not be liable for any shortage claimed within a Distinctively and Securely Sealed Container that shows no external evidence of tampering. The Contractor shall not be liable for any shortage within any Container that is not Distinctively and Securely Sealed.

However, the Contractor will, at a minimum, assist the Commission with bringing the shortage to the attention of the sender of the Daily Shipment.

4. The Contractor's liability for Loss of checks or other financial instruments, irrespective of the face value of such checks or other financial instruments, is limited to the cost of identification and replacement of such checks or financial instruments, except for those checks or financial instruments that cannot be identified. For such checks or financial instruments that cannot be identified, the Contractor shall be liable for the face value, except for those checks or financial instruments that could not be collected on at the time of the Loss. Notwithstanding the foregoing, in no event shall the Contractor's liability for all Property contained in any Daily Shipment exceed the Maximum Liability Amount for such Daily Shipment. The Commission shall maintain a complete record of all checks placed in a Daily Shipment and agrees to promptly and diligently pursue identification and replacement efforts in the collection of such checks and/or other financial instruments for which face value is paid by the Contractor. The Commission further agrees to reimburse the Contractor for all such amounts that are recovered as the result of such efforts.

Q. Filing of Claims, Proof of Loss

1. In the event of Loss of the Commission's Property under the Contract, the Commission shall provide written notice to the Contractor within one (1) business day after the Loss is discovered, but in no event more than sixty (60) days after the Property which is the subject of the claim was received into the Contractor's possession. Unless such notice is given by the Commission, any and all claims by the Commission for Loss of such Property shall be deemed waived. No action, suit or other proceeding to recover for any such Loss shall be brought against the Contractor unless:

a. the above described notice has been given to the Contractor; and

b. such action, suit or proceeding is commenced within twelve (12) months after receipt of such Property into the Contractor's possession.

2. The Commission shall maintain a record of all Property placed in any Daily Shipment and shall promptly and diligently assist the Contractor to establish the identity of any Loss in any Daily Shipment. The Commission agrees to diligently endeavor to assure the maximum amount of salvage at a minimum cost for such Loss.

3. Affirmative written proof of the Loss, subscribed and sworn to by the Commission and substantiated by the books, records and accounts of the Commission, shall be furnished to the Contractor prior to payment of a claim. Upon payment of a claim by the Contractor, the Commission hereby agrees to and does hereby assign to the Contractor all of its right, title and interest in the property rights of recovery against third parties that are the subject of the claim and to execute any documents necessary to perfect such assignment upon request by the Contractor or Contractor's insurers.

R. Indemnification

1. **General.** The Contractor agrees and shall, to the fullest extent permitted by law, indemnify, hold harmless, and, at the option of the Commission as decided in its sole discretion, defend or pay for the defense of the Commission, Commission members, Executive Director, its members, directors, officers, agents, representatives, and employees (the "Indemnified Parties") from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages, (including fines, penalties, incidental and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorneys' fees and any other costs of defense) of every kind, nature, or description arising out of or in connection with, caused by, resulting from, or occurring during the course of the performance of this Contract, whether directly or indirectly, where such liability is

   a. founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Contractor, its officers, employees, agents, independent subcontractors or subcontractors (or subcontractors or independent subcontractors thereof), or any other person or party for which the Contractor is legally liable, and
   b. is attributable in any manner and to any extent to bodily injury, personal injury, sickness, disease or death of any person, loss of revenue, delay, or the injury to or damage, destruction, or loss of use of property.

2. **Intellectual Property.** The Contractor hereby expressly agrees and shall, to the fullest extent permitted by law, indemnify, hold harmless, and, at the option of the Commission as decided in its sole discretion, defend or pay for the defense of the Indemnified Parties from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages (including fines, penalties, incidental and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorneys' fees and any other costs of defense) of every kind, nature, or description arising out of or in connection with, caused by, resulting from, or occurring during the course of the performance of this Contract, whether directly or indirectly, where such liability is

   a. founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Contractor, its officers, employees, agents, independent subcontractors or subcontractors, (or subcontractors or independent subcontractors thereof), or any other person or party for which the Contractor is legally liable, and
   b. is attributable in any manner and to any extent to any claimed infringement of any copyright, patent, intellectual property right, or other intangible property right. The Contractor shall not be required to defend, indemnify, or hold harmless the Indemnified Parties when the claimed infringement occurs in materials provided to the Contractor by the Commission.

3. **Conditions.** The indemnity obligations under the Contract shall survive its expiration or earlier termination. Should the Commission elect to have the Contractor defend one or more of the Indemnified Parties, the Commission shall have the right, but not the obligation, to associate in such defense, whether directly or through outside legal counsel, or both. Nothing herein shall require the Contractor to reimburse the Commission for damages or liabilities solely

caused by the negligent acts, errors or omissions of one or more of the Indemnified Parties. Between the Contractor and the Commission, for purposes of fulfilling the Contractor's indemnity obligations hereunder, the Contractor waives any immunity derived from compliance with the Workers' Compensation Laws of the State of Ohio. The indemnity obligations of the Contractor shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained by the Contractor.

S. Rights to Materials. The Commission shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data, or materials prepared by the Contractor pursuant to this Contract. Except as required by law, no such documents or other materials produced (in whole or in part) to the Commission shall be considered confidential or trade secret or subject to copyright by the Contractor in the United States or any other country. The Contractor agrees that all deliverables hereunder may be made freely available to the general public to the extent required by law. All documents prepared by, or with the cooperation of, the Contractor pursuant to the Contract, including all copyrights, are works for hire under the United States Copyright Act and shall, upon payment therefore, become the property of the Commission. If for any reason the results and proceeds of the Contractor's services hereunder are determined at any time not to be a work made for hire, the Contractor irrevocably transfers and assigns to the Commission all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto. Any materials prepared, created, produced by, or with the cooperation of, the Contractor pursuant to the Contract, including all copyrights, are the property of the Commission. The Contractor may retain copies, including reproducible copies of such documents for information and reference. The Commission may use such materials without any additional compensation to the Contractor.

T. Public Records Act. 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 6. – GENERAL

A. Notices. All notices or communications required or permitted as a part of the Contract shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

1. Actually received, or

2. If not actually received, 3 days after transmittal through electronic mail receipt with a carbon copy sent through the United States Postal Service with proper postage affixed and addressed to the respective other party at the address set out below or such other address as the party may have designated by notice to the other party, or

3. Upon delivery by the Commission of the notice to a representative of the Contractor while on the Commission property.

The addresses of the parties to this Contract are as follows:

In the case of the Commission:	with a copy to:
Ohio Turnpike and Infrastructure Commission Chief Financial Officer Attn: Lisa Mejac 682 Prospect Street Berea, Ohio 44017 lisa.mejac@ohioturnpike.org	Ohio Turnpike and Infrastructure Commission General Counsel Attn: Jennifer Month Rieker 682 Prospect Street Berea, Ohio 44017 jennifer.rieker@ohioturnpike.org
In the case of the Contractor :	with a copy to:
TBD	

B. Reasonable Behavior. Each party will act in good faith in the performance of its respective responsibilities under the Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract.

C. Integration and Amendment. The Contract constitutes the entire Contract between the parties and supersedes all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the Contract. The Contract may be modified or extended by formal amendment of the Contract signed by the parties and made a permanent part of the Contract.

D. Severability. The provisions of the Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Contract, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

E. No Waiver. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the

Contract. The payment of funds to the Contractor by the Commission should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

F. 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 Director of Toll Operations may order the offending party removed from the Contract until the alleged noncompliance is resolved to the satisfaction of the Commission.

G. 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 the 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.

H. 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.

INTENDING TO BE LEGALLY BOUND, the parties have hereto set their respective hands on the day and year last written below and have executed the foregoing Contract.

CONTRACTOR

By: ______________________________

Printed: ___________________________

Title: _____________________________

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

By: ___________________________
Ferzan M. Ahmed, P.E.
Executive Director

APPROVED: _________________________
Jennifer Monty Rieker,
General Counsel

<u>Revised</u> Exhibit 2 – Depository Bank Vault Locations

Vault Name	Address	City	State	Zip
Brinks Detroit MI	1351 Spruce St.	Detroit	MI	48201
Brinks Cleveland	1422 Superior Ave.	Cleveland	OH	44114
Brinks Pittsburgh PA	500 Vista Park Dr.	Pittsburgh	PA	15205
Loomis Pittsburgh PA	1610 Parkway View Drive	Pittsburgh	PA	15205
Garda Cleveland	4130 Commerce Avenue	Cleveland	OH	44103