

Table C-18: Sample RCTC Violation Report

Month	Year	Total Txns	Total Tolls	Total Vio's	Vio Rate	Paid Count	Paid Rate	Customer Count	Customer Rate	Dismissed Count	Dismissed Rate	Open Count	Open Rate	NTEVCount	NDTEVCount
3	2017														
4	2017														
5	2017														
6	2017														
7	2017														
8	2017														
9	2017														
10	2017														
11	2017														
12	2017														
1	2018														
2	2018														
3	2018														
4	2018														
5	2018														
6	2018														
7	2018														
8	2018														
9	2018														
10	2018														
11	2018														
12	2018														
1	2019														

Note: Data has been redacted.

Table C-19: RCTC Violations Summary Report

Total										Dismissed									
Trip Month	Count	Total Outstanding	Count	Total Paid	Count	Total Paid/Dismissed	Count	Total Dismissed	Count	Trip Month	Count	%	Toll Amount	NTEV(P)	NDTEV(P)	NDTEVPE/COLL (HOLD)	COLL (LGBS)	Total Dismissed	
														Penalty 1	Penalty 2	Penalty 2	Penalty 2		
201703										201703									
201704										201704									
201705										201705									
201706										201706									
201707										201707									
TOTAL										TOTAL									

Paid																	
Trip Month	Count	%	Toll Amount	NTEV(P)		NDTEV(P)		NDTEVPE/COLL (HOLD)		COLL (LGBS)							
201703				Count	Penalty 1	Count	Penalty 2	Count	Penalty 2	Count	Penalty 2	Count	Penalty 2	Count	Penalty 2	Count	Penalty 2
201704																	
201705																	
201706																	
201707																	
TOTAL																	

Toll Paid/Penalty Dismissed																	
Trip Month	Count	%	Toll Amount	NTEV(P)		NDTEV(P)		NDTEVPE/COLL (HOLD)		COLL (LGBS)							
201703				Count	Penalty 1	Count	Penalty 2	Count	Penalty 2	Count	Penalty 2	Count	Penalty 2	Count	Penalty 2	Count	Penalty 2
201704																	
201705																	
201706																	
201707																	
TOTAL																	

Outstanding																	
Trip Month	Count	%	Toll Amount	NTEV(P)		NDTEV(P)		NDTEVPE/COLL (HOLD)		COLL (LGBS)							
201703				Count	Penalty 1	Count	Penalty 2	Count	Penalty 3	Count	Penalty 3	Count	Penalty 3	Count	Penalty 3	Count	Penalty 3
201704																	
201705																	
201706																	
201707																	
TOTAL																	

Note: Data has been redacted.

Table C-20: Sample Partial Paid/Dismissed Monthly Summary Report

Trip Month	91EL		TCA		LA Metro		Bay Area		South Bay		I-15		First Time Vio		Write Off < \$1.00		Total	
	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount
201703																		
201704																		
201705																		
201706																		
201707																		
201708																		
201709																		
201710																		
201711																		
201712																		
201801																		
201802																		
201803																		
201804																		
201805																		
201806																		
201807																		
201808																		
201809																		
201810																		
201811																		
201812																		
201901																		
Total																		
%																		

Note: Data has been redacted.

Table C-21: Sample Dismissals (by type) Monthly Summary Report

Trip Month	First Time Vio		ADMINCVDIS - Bad Image		ADMINDISMI - Bad Image		ADDRVAL - Cancel		ADMINCVDIS - Cancel		AFDVAL - Cancel		Out of Country		Rental		Sold		Stolen		Wrong Plate		SUSPENDVIO		MANUAL - INIT - INIT		CANCEL - INIT		Total	
	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount
201703																														
201704																														
201705																														
201706																														
201707																														
201708																														
201709																														
201710																														
201711																														
201712																														
201801																														
201802																														
201803																														
201804																														
201805																														
201806																														
201807																														
201808																														
201809																														
201810																														
201811																														
201812																														
201901																														
Total																														
%																														

Note: Data has been redacted.

Table C-22: Sample Service Center Performance Report

Service Center Performance Report									
Start Date:		1/1/2019 12:00:00 AM							
End Date:		1/31/2019 11:59:59 PM							
									
Queue Name	Offered	Answered	Abandoned <= 20sec	Abandoned > 20sec	Returned to IVR	CSR Disc <=10 Secs	Abandoned Rate	Avg Talk Time hh:mm:ss	Avg Wait Time hh:mm:ss
Customer Service									
Existing Accounts									
New Accounts									
Violations									
Totals:									
Call Center Activity	Total Calls		% of Total						
Answered									
Abandoned <= 20sec									
Abandoned > 20sec									
IVR Completed Calls									
Returned to IVR									
Total Calls									

Table C-23: Sample Front Counter Service Monitoring Report

	Total Minutes	Total Customers	Total Time per Customer	Percent of Customers coming in for four weeks	Min Time	Max Time	Date of Max Time
Customer Service							
Existing Accounts							
New Accounts							
Violator							
Total							
Week 1 (6/11 - 6/15)							
Customer Service							
Existing Accounts							
New Accounts							
Violator							
Total							

Note: Data has been redacted.

Attachment D: Sample KPI Calculations

Table D-1: Sample BOS Performance Measure Scenario: KPI 1

Scenario	The BOS is not available for CSRs to access accounts when the call center is open for a total of three (3) hours in a month.
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Downtime Hours (Priority 1 event)	3
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Total Penalty	\$2,500
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		KPI 1
	Days	30
	Hours	24
	Minutes	60
	Total Minutes	43200
	Availability %	99.80%
	Total Available Minutes	43113.6
	Allowable Downtime Minutes	86.4
	Downtime Minutes	180
	Actual Availability %	99.58%
	Penalty Percentage	1.00%
	Monthly Invoice Amt	\$250,000
	Total Penalty	\$2,500

Table D-2: Sample BOS Performance Measure Scenario: KPI 3 and 4

Scenario		System update causes error with ETTM System-BOS interface that interrupts exchange of data and sending of scheduled files to the OCTA ETTM System and acknowledgements of files sent from the ETTM System.	
Number of Data/File Exchange Errors (ETTM)		10	
Number of Acknowledgement Errors (ETTM)		5	
Combined / Stacked Penalty		\$3,750	
		KPI 3	KPI 4
Total Errors		10	5
Penalty per Increment		\$250	\$250
Penalty		\$2,500	\$1,250

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Table D-4: Sample BOS Performance Measure Scenario: KPI 9 and 10

Scenario	Customer contact information is unavailable for seven (7) Calendar Days which stops all customer correspondence (email, text, and USPS) until corrections are made to make contact information available.
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Number of Days without Notifications	7
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Combined / Stacked Penalty	\$5,500
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	KPI 9	KPI 10
Total Days without Notifications	7	7
Allowable delay without Penalty (hours)	0.25	NA
Allowable delay without Penalty (days)	NA	3
Penalty Increments (days)	7	4
Penalty per Increment (\$)	\$500	\$500
Penalty	\$3,500	\$2,000

Table D-5: Sample BOS Performance Measure Scenario: KPI 14 & 15

Scenario	Authority audit discovers two (2) instances where Contractor does not follow the Approved change management process and eight (8) BOS failures that were not accurately logged within PMMS.	
Number of Change Mgt Events	2	
Number of BOS failures not logged	8	
Combined / Stacked Penalty	\$12,000	
Total Events Penalty per Increment Penalty	KPI 14	KPI 15
	2	8
	\$5,000	\$250
	\$10,000	\$2,000

Table D-6: Sample BOS Performance Measure Scenario: KPI 16-19

Scenario	BOS failure occurs at noon. Contractor acknowledges failure at 3:00 PM, repairs Priority 1 failure at 5pm, Priority 2 failure at midnight, and Priority 3 failure seven (7) days following initial BOS failure.
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Acknowledgement Time (hours)	3
Time to Repair Priority 1 failure (hours)	5
Time to Repair Priority 2 failure (hours)	12
Time to Repair Priority 3 failure (days)	7

Combined / Stacked Penalty	\$3,500
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KPI 16	
Hours to Acknowledge (Priority 1)	3
Allowed Hours to Acknowledge (Priority 1)	1
Penalty Increments (Priority 1)	1
Penalty per Increment (Priority 1)	\$1,000
Hours to Acknowledge (Priority 2)	3
Allowed Hours to Acknowledge (Priority 2)	4
Penalty Increments (Priority 2)	-
Penalty per Increment (Priority 2)	\$500
Hours to Acknowledge (Priority 3)	3
Allowed Hours to Acknowledge (Priority 3)	24
Penalty Increments (Priority 3)	-
Penalty per Increment (Priority 3)	\$250
Penalty	\$1,000

	KPI 17	KPI 18	KPI 19
Time to Repair (hours)	3	12	168
Time to Repair (days)	NA	NA	7
Allowed Time to Repair (hours)	4	24	NA
Allowed Time to Repair (days)	NA	NA	3
Hours of Delay	-	-	NA
Days of Delay	NA	NA	4
Penalty per Event	\$2,500	\$1,000	\$500
Penalty per Hour of Delay	\$200	\$100	NA
Penalty per Day of Delay	NA	NA	\$500
Penalty	-	-	\$2,500

Table D-7: Sample BOS Performance Measure Scenario: KPI 20-22

Scenario	Authority audit finds PCI data was exposed to unauthorized persons seven (7) Calendar Days ago. Contractor immediately notifies all affected customers and begins addressing PCI vulnerability. Contractor successfully implements, tests, and obtains approval of the fixes required five (5) weeks from the initial PCI vulnerability.	
Total days PII/PCI data exposed to unauthorized	7	
Total days to contact customers of breach	7	
Total days to remediate PII/PCI deficiencies	35	
Combined / Stacked Penalty	\$192,500	
KPI 20		
Number of security breach events	1	
Total days PII/PCI data exposed to unauthorized	7	
Unpenalized days till customer notification	1	
Days PII/PCI data exposed to unauthorized	6	
Penalty per Event & subsequent days of exposure	\$25,000	
Penalty	\$175,000	
KPI 21		
Number of Events	1	
Total days to contact customers of breach	7	
Unpenalized days to contact customers of breach	3	
Days of delay	4	
Penalty per Event	\$5,000	
Penalty per day of delay	\$2,500	
Penalty	\$15,000	
KPI 22		
Total days to remediate PII/PCI deficiencies	35	
Unpenalized days to remediate PII/PCI deficiencies	30	
Days of delay	5	
Penalty per day of delay	\$500	
Penalty	\$2,500	

Table D-8: Sample BOS Performance Measure Scenario: KPI 23-24

Scenario	Primary BOS failure occurs at noon impacting production data for 30 minutes. Full transfer of production to the DR site is achieved by 6:00pm.
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RPO (Minutes)	30
RTO (hours)	6

Combined / Stacked Penalty	\$7,000
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KPI 23	
Number of RPO events	1
Total RPO minutes	30
Unpenalized RPO minutes	10
Penalized RPO minutes	20
Penalty per RPO Event	\$5,000
Penalty per increment	\$1,000
Penalty	\$7,000

KPI 24	
Number of RTO events	-
Total RTO hours	6
Unpenalized RTO hours	24
Penalized RTO hours	-
Penalty per RTO Event	\$5,000
Penalty per increment	\$250
Penalty	-

**Table D-9: Sample CSC Operations
Calculation: Example 1**

Category	KPI Miss Frequency	Penalty
Reporting of all Operations Failures to the Authority	0	0
Monthly Reconciliations	0	0
Customer Satisfaction	95.0%	0
Speed of Answer - Calls	2 days	6
Abandon Rate	0 days	0
Speed of Answer - Chat	0	0
Speed of Answer - Text	1 day	3
Speed of Answer - Email	1 day	3
First Contact Resolution	2 days	10
WIC Wait Time	0	0
Resolve Customer Cases - Timeliness	1 day	3
Resolve Customer Cases - Accuracy	99.75%	0
Reason Code - Accuracy	99.30%	0
Identified High Priority Issues - Assigned	0	0
Identified High Priority Issues - Resolved	0	0
Processing of Returned Mail	0 days	0
Processing of New Transponder Requests	1 day	3
Payment Processing	0 days	0
Research and Resolve Unidentified Payments	0 days	0
Process and Issue Refunds	0	0
Staff Turnover / Attrition	3%	0
		28
Invoice		
Penalty		0%

**Table D-10: Sample CSC
Operations Calculation: Example 2**

Category	KPI Miss Frequency	Penalty
Reporting of all Operations Failures to the Authority	0	0
Monthly Reconciliations	0	0
Customer Satisfaction	90.5%	0
Speed of Answer - Calls	6 days	18
Abandon Rate	2 days	6
Speed of Answer - Chat	3 days	9
Speed of Answer - Text	1 day	3
Speed of Answer - Email	2 days	6
First Contact Resolution	3 days	15
WIC Wait Time	3 days	9
Resolve Customer Cases - Timeliness	2 days	6
Resolve Customer Cases - Accuracy	99.10%	0
Reason Code - Accuracy	99.30%	0
Identified High Priority Issues - Assigned	0	0
Identified High Priority Issues - Resolved	0	0
Processing of Returned Mail	2 days	6
Processing of New Transponder Requests	3 days	9
Payment Processing	0 days	0
Research and Resolve Unidentified Payments	2 days	6
Process and Issue Refunds	2 days	6
Staff Turnover / Attrition	7%	10
		109
Invoice		
Penalty		2%

**Table D-11: Sample CSC
Operations Calculation: Example 3**

Category	KPI Miss Frequency	Penalty
Reporting of all Operations Failures to the Authority	1	3
Monthly Reconciliations	0	0
Customer Satisfaction	78.0%	30
Speed of Answer - Calls	10 days	30
Abandon Rate	7 days	21
Speed of Answer - Chat	5 days	15
Speed of Answer - Text	4 days	12
Speed of Answer - Email	4 days	12
First Contact Resolution	8 days	40
WIC Wait Time	5 days	15
Resolve Customer Cases - Timeliness	2 days	6
Resolve Customer Cases - Accuracy	98.90%	30
Reason Code - Accuracy	99.30%	0
Identified High Priority Issues - Assigned	1	3
Identified High Priority Issues - Resolved	0	0
Processing of Returned Mail	4 days	12
Processing of New Transponder Requests	6 days	18
Payment Processing	3 days	15
Research and Resolve Unidentified Payments	3 days	9
Process and Issue Refunds	2 days	6
Staff Turnover / Attrition	7%	10
		287
	Invoice	
	Penalty	12%

EXHIBIT C: PRELIMINARY MILESTONE SCHEDULE

(For Offerors to Use in Development of Project Implementation Schedule)

Preliminary Milestone Schedule

Major Milestone Description**	Projected Start*	Projected End*
Agreement Effective Date	Months from Agreement Effective Date	
Preliminary Project Planning	0	2
Project Management Plan Approved		
Baseline Implementation Schedule Approved		
Software Development Plan Approved		
Quality Assurance Plan Approved		
Facility Design	0	3
Facility Design Inputs Provided		
System Design and Development Meetings and Workshops	1	6
Business Rules Workshops Completed		
Software Walkthrough Meetings		
Reports Design Workshops Completed		
Performance Reporting Workshops Completed		
System Detailed Design Review Meetings and Workshops Completed		
Use Case Workshops Completed		
System Design and Development Documents***	4	10
Master Test Plan Approved		
Requirements Traceability Matrix Approved		
Business Rules Approved		
System Detailed Design Document Approved		
BOS and CSC Operations Documentation ***	6	14
Approval of all Remaining BOS and Operations Plans		
Testing and Installation	12	18
Unit Testing - Test Plan and Procedures Approved		
Unit Testing (75% first phase and 100% second phase) Approved		
System Integration Testing - Test Plan and Procedures Approved		
System Integration Testing Approved		
User Acceptance Testing - Test Plan and Procedures Approved		
User Acceptance Testing Approved		
Final Testing and Mobilization	16	21.5
Achieve Commencement or Ramp-up/Customer Services		
Approval of all Training Materials and Manuals		
Training Complete		

Onsite Installation and Commissioning - Test Plan and Procedures Approved		
Onsite System Installation and Commissioning Testing Approved		
Operational Readiness Demonstration Completed		
Go-Live	22.5	
BOS Acceptance Testing	23.5	28.5
BOS Acceptance	28.5	

* *Calendar Year*

** *Schedule dates shown are planned dates and are subject to change by the Authority.*

*** *Contractor's schedule shall allow for the preliminary submittals, and Authority's reviews as described in the Requirements.*

EXHIBIT D: PRICE PROPOSAL AND INSTRUCTIONS

1. How to Complete the Pricing Sheets – General Instructions

Offerors shall complete the Price Proposal Forms in accordance with the following instructions:

1. Offerors shall submit their Price Proposals on the Price Proposal Forms included in this Exhibit D. Price Proposals shall be sealed and submitted separately from the Technical Proposal in the quantities and manner identified in Section 1 of the RFP.
2. The Price Proposal Forms shall constitute the full and complete Price Proposal for compensation for performance of the Contractor's Work. Offerors must complete the Price Proposal Forms in their entirety.
3. The Price Proposal includes summary sheets 1 - 6 and associated back-up sheets. The back-up sheets are labeled to identify the corresponding summary sheet; for example, Sheet 2-1 is a back-up sheet to Sheet 2. Back-up sheets are located immediately after their associated summary sheet. The sheets are as follows:
 - a. Project Cost Summary - Sheet 1
 - b. BOS Implementation Cost - Sheet 2 Series:
 - i. Sheet 2: Base Contract and Optional Items BOS Implementation Cost Summary
 - ii. Sheet 2-1: Back-up Base Contract and Optional Items BOS Implementation Cost Detail
 - iii. Sheet 2-2: Back-up BOS Implementation Cost Staff Rates and Hours
 - c. Base Contract and Optional Extensions BOS Administration, Maintenance and Support Services Cost - Sheet 3 Series:
 - i. Sheet 3: Base Contract and Optional Extensions, including Optional Items, BOS Administration, Maintenance and Support Services Cost Summary
 - ii. Sheet 3-1: Back-up Monthly Trip Fee Cost
 - iii. Sheet 3-1a: Back-up Monthly Trip Fee Year 1 Base Contract Monthly Direct Cost Detail
 - iv. Sheet 3-1b: Back-up Trip Fee Year 1 Base Contract Staff Rates and Hours
 - v. Sheet 3-2: Back-up Per Item Pricing
 - vi. Sheet 3-3: Back-up Annual ROV Lookup
 - d. Base Contract and Optional Extensions CSC Operations Cost - Sheet 4 Series:
 - i. Sheet 4: Base Contract and Optional Extensions CSC Operations Cost Summary
 - ii. Sheet 4-1: Back-up Base Contract and Optional Extensions CSC Operations Cost Monthly Variable Costs
 - iii. Sheet 4-2: Back-up CSC Operations Costs Year 1 Base Contract Monthly Schedule of Direct Cost

- iv. Sheet 4-3: Back-up CSC Operations Cost Year 1 Base Contract Staff Rates and Hours
 - e. Transition and Succession Cost Summary - Sheet 5 - Standalone Sheet-*no back-up*
 - f. Additional Services Rates Cost - Sheet 6 Series:
 - i. Sheet 6: Base Contract and Optional Extensions Additional Rate Services Cost Summary
 - ii. Sheet 6-1: Back-up Additional Services Rates
 - g. Base Contract and Optional Extensions Estimated Pass-Through Cost Summary - Sheet 7 - Standalone Sheet-*no back-up*
 - h. Milestone Payment Schedule - Sheet 8 - Standalone Sheet-*no back-up*
4. Offerors shall not fill in any grayed-out cells on the Price Proposal Forms, nor shall the Offeror make any other entry on or alteration to the Price Proposal Forms other than in accordance with these Price Proposal Instructions.
 5. The Authority may waive or correct any error appearing in the Offeror's completed Price Proposal Forms if the correct amount can be clearly ascertained from the information provided; however, the Authority is under no obligation to do so. The Authority reserves the right to reject Price Proposals that are not completed in accordance with the instructions set forth herein. In the event of an inconsistency between the amount stated in numbers and the amount stated in written words, the amount stated in written words will control. In the event of a mathematical miscalculation, the correct sum will control.
 6. All elements of the Price Proposal must be completed. If zero (0) quantities are included in the Proposal, do not enter anything and a zero (0) is assumed. In addition, all items identified by the Authority in the price sheets will be assumed to be included in the Offeror's submitted Price Proposal and shall be considered to be compliant to (e.g., inclusive of all Requirements) Exhibit B, Scope of Work and Requirements.
 7. The Price Proposal shall be inclusive of all costs, including (without limitation) all Contractor management, administrative and support labor costs, as well as all direct costs associated with BOS. The total price shall include (without limitation) all overhead, burden, profit, taxes, duties, fees, warranties, Equipment, supplies, Software, parts and materials, Contractor-acquired permits, licenses, and all other items necessary to meet the Contractor contractual requirements associated with the BOS and necessary to meet the all requirements of the Project as described in the RFP, including, but not limited to Exhibit B, Scope of Work and Requirements.
 8. All labor rates provided are to include overhead, burden and profit ("Loaded Labor Rate").
 9. No price escalation will be allowed above the costs provided on the Price Proposal Forms to complete the Work, except as specifically identified herein.
 10. The electronic copies of the Price Proposal Form are password protected. Only those cells in which Offerors may enter data are unlocked for Offerors to enter data. Offerors shall not unlock or otherwise alter the spreadsheets.
 11. On most sheets, there are formulas that are automatically calculated based on data entered from elsewhere in the sheet or work book. Font and background colors are used to differentiate different types of input/cells as follows:

- Black font – Indicates the cell cannot be altered by Offeror.
 - Light red background with red font – Indicates the Offeror must enter data for all non-zero data. All such cells must be completed accordingly.
 - Light yellow background – Indicates optional text input allowed, if Offeror needs to provide additional detail.
 - Light yellow background with red font – Indicates Offeror must enter data for any applicable item.
 - Light green background – Indicates that data has been entered into the cell by the Offeror. Light red and light yellow background will change to light green when any non-zero data is entered. The background for any cells where the Offeror enters zero (0) will not change colors in this manner.
 - Grayed-out cells – Offerors shall not fill in or alter any grayed-out cells under any circumstances.
12. For the purposes of determining the amount of the performance and payment bonds, Offeror should do the following:
- Implementation Phase: Use the BOS Implementation Costs shown on Sheet 1 Project Cost Summary (Cell C5).
 - Operations and Maintenance Phase: A table has been provided on Sheet 4 that automatically calculates the amounts to be bonded for each year based on Offeror's Price Proposal. The Projected Bonds Amounts presented include the value of both Operations and Maintenance.
 - Note that the bonded amount shall exclude the estimated value of pass-through costs which should not be included in the bonded amount.
13. While the Authority has made every effort to ensure the Price Proposal Forms contain accurate formulas and calculation, Offerors are required to independently verify that formulas and calculations are being performed correctly.
14. An officer of the Offeror who is authorized to bind the Offeror to the Contract or an individual otherwise authorized in writing by an officer of the Offeror must sign; date; enter the authorized officer's name, title, address and phone number; and enter the price written out in words for Sheet 1 Project Cost Summary in the appropriate place as identified.

2. How to Complete Each Pricing Sheet – Detailed Instructions

2.1. Project Summary – Sheet 1

The Offeror's price for the Total Base Contract and Optional Extensions Project Costs shall be the aggregate of all costs (excluding pass-through costs) included in Project Summary Sheet 1. Sheet 1 Project Summary will automatically summarize the costs and pricing detailed in Sheet 2 BOS Implementation Cost Summary, Sheet 3 Base Contract and Optional Extensions BOS Administration, Maintenance and Support Services Cost Summary Sheet 4 Base Contract and Optional Extensions CSC Operations Cost Summary, Sheet 5 End of Contract Succession and Transition Cost Summary, Sheet 6 Base Contract and Optional Extensions

Additional Rate Services Cost Summary, and Sheet 7 Base Contract and Optional Extensions Estimated Pass-Through Cost Summary.

Estimated Pass-Through Costs presented on Sheet 1 are provided for Authority's budgeting purposes only and do not represent actual costs to be invoiced by the Contractor.

2.2. BOS Implementation Cost Summary - Sheets 2, 2-1 and 2-2

The Offeror's total price for the BOS Implementation Cost Summary shall be the aggregate of all costs included in Sheet 2 BOS Implementation Cost Summary. Sheet 2 covers all costs associated with the implementation of the BOS.

To complete Sheets 2, 2-1 and 2-2 do the following:

1. Begin with Sheet 2-1. This sheet provides the back-up Base Contract, including Optional Items, BOS Implementation Cost detail. In the description of items columns (A/B), a number of pre-populated cost categories are included. The Offeror should enter additional detail in the rows under each cost category, using as many rows as needed. If there is a category that is not pre-populated enter that category under the "Other" category. Starting in column (C), enter the number of units or months for each Implementation price component (e.g., use "4" to represent four units of an item or "1" to represent a lump sum). In column (D) enter the unit cost. Total unit costs will be calculated automatically in column (E). In column (F), enter the labor costs associated with each of the price components. The costs for each sub-component (the sum of columns (E) and (F)) will then automatically be calculated in column (G) and the sum of all lines for each category will automatically be sub-totaled. A total for the sheet will be calculated at the bottom of the sheet.
2. Next, move down sheet 2-1 and complete the same information for the Optional Items categories. The costs for each sub-component (the sum of columns (E) and (F)) will then automatically be calculated in column (G) and the sum of all lines for each category will automatically be sub-totaled.
3. Sheet 2 is automatically populated from Sheet 2-1.
4. Move to Sheet 2-2. This sheet provides the back-up BOS Implementation Costs for staffing, including rates and hours. Enter names for each of the positions at the top of the list (highlighted in light red) identified as Key Team Personnel position on the project. Next, enter specific loaded labor rate for the position, including burden and profit, in the loaded labor rate column (D) and their number of hours in column (E).
5. Next, move down sheet 2-2 and complete the same information for positions that are pre-populated by position type in column C. Column B is greyed out and staff names are not required for these additional positions. Additional space below is provided for Offerors to enter position types if they are not covered under the pre-populated categories above.
6. The total loaded labor dollars will be automatically calculated in column (F) for each staff person and labor category and a grand total will be calculated. *This labor dollar grand total must match the total labor dollars total on Sheet 2-1.* A labor check cell is provided on sheet 2-1 to assist Offerors with verifying that the two (2) labor totals are equal.

2.3. Base Contract and Optional Extensions, including Optional Items BOS Administration, Maintenance and Support Services Cost Summary - Sheets 3, 3-1, 3-1a, 3-1b, 3-2 and 3-3

The Offeror's total price for Base Contract and Optional Extensions BOS Administration, Maintenance and Support Services Cost shall be the aggregate of all costs included in Sheet 3.

To complete Sheets 3, 3-1, 3-1a, 3-1b, 3-2, and 3-3 do the following:

1. Begin with Sheet 3-1. In the Monthly Trip Fee Cost (Based on Assumed Volumes) worksheet for the Base Contract and Optional Extensions, including Optional Items.
 - a. The Contractor shall be paid a monthly fixed fee based on the actual total volume of trips processed for the month. Only trips generated on the 405 Express Lanes and provided to the BOS by the OCTA I-405 ETTM System Contractor shall be used in calculating the monthly fixed fee.
 - b. Enter trip "from/to" values for three (3) tiers of volumes (Level 1 through 3) that represent Offeror's volume pricing break points associated with Total Trips Processed. The tiers cover an overall range of up to a maximum number of Total Trips per month.
 - c. Next, enter the lump sum monthly fee associated with each of the three (3) levels for the Base Contract (Maintenance Years 1-6) and Optional Extensions (Maintenance Years 7-11). The fee amounts entered represent the monthly payment that the Offeror will receive if the actual total volume of trips falls within that tier level. Fees are not cumulative in that the Contractor will be only paid based on which level the Total Trips Processed fall into.
 - d. Next, enter the lump sum monthly fee associated with each of the two (2) Optional Items for the Base Contract (Maintenance Years 1-6) and Optional Extensions (Maintenance Years 7-11). The fee amounts entered represent the monthly incremental increase that the Offeror will receive if the Optional Item is selected.
 - e. Moving down the sheet note that the next two tables, Monthly Assumed Trip Volumes for Evaluation Purposes and Monthly Trip Fee Cost Based on Assumed Trip Volumes for Evaluation Purposes, do not require any entries by the Offerors. This sheet applies Offerors' volume pricing to assumed monthly volumes of Total Trips Processed established by the Authority for evaluation purposes only. There are no guaranteed trip volumes for any given year or month.
 - f. Sheet 3 is automatically populated from Sheet 3-1.
2. Move to Sheet 3-1a. This sheet provides back-up information on the breakdown of the monthly fee-based Maintenance costs entered on Sheet 3-1, based on the assumed trip volumes shown in Sheet 3-1. Costs shall be provided for Year 1 only. Do not include peripheral costs or any facility costs associated with CSC Operations cost which are to be included in Sheet 4. In the description of items column (A), a number of pre-populated cost categories and sub-categories are included. The Offeror may enter additional detail in the rows under each cost category, using as many rows as needed. Starting in column (B), enter the number of units or months for each price component (e.g., use "4" to represent four units of an item or "1" to represent a lump sum). The costs for each sub-component will then automatically be calculated in column (D) and the sum of all lines for each component will automatically be sub-totaled. A total for the sheet will be calculated at the bottom of the sheet.

3. Move to Sheet 3-1b. This sheet provides the trip fee back-up Year 1 Base Contract Maintenance Cost for staffing rates and hours. Enter names for each of the positions at the top of the list identified as Key Team Personnel positions on the project. Then enter specific loaded labor rate for the position, including burden and profit, in the loaded labor rate column (D) and their number of hours in column (E).
4. Next, move down sheet 3-1b and complete the same information for positions that are pre-populated by position type in column C. Column B is greyed out and staff names are not required for these additional positions. Additional space below is provided for Offerors to enter position types if they are not covered under the pre-populated position categories above.
5. The total monthly labor cost (Sheet 3-1b total divided by 12) plus the total monthly direct cost (Sheet 3-1a) will be automatically calculated and will populate the Year 1 Monthly Cost Check cell on Sheet 3-1. The monthly grand total must match the total direct cost and labor dollars total on Sheet 3-1. A cost check cell is provided on the bottom of the sheet to assist Offerors with verifying that the two (2) totals are equal.
6. Move to Sheet 3-2. In the Printing and Handling Notifications Section, the Offeror shall enter the per piece costs for each of the types of printing and handling listed for the Base Contract and Optional Extension period. Pricing shall include all costs for delivery of the mail to the post office, all presort costs, NCOA related costs, all commercial permits, inserting, stuffing, assembling the mailing, etc. The costs entered will be multiplied by the annual volumes which have been provided by the Authority for evaluation purposes only. There are no guaranteed per item volumes for any given year or month.
7. Total Annual Per Item Pricing will be calculated automatically at the bottom of the sheet. Sheet 3 is automatically populated from Sheet 3-2.
8. Move to Sheet 3-3. This sheet provides the Annual ROV Lookup (Blended Rate Per Successful ROV Lookup, Based on Assumed Volumes) evaluation cost. A Successful ROV lookup is defined as receiving an address capable of receiving USPS mail. The Offeror shall provide the blended rate unit price for Successful ROV Lookups for each year. The Contractor shall be paid for Successful ROV Lookups only. The blended rate shall take into account that the Contractor shall not be reimbursed for the cost of lookups for any jurisdiction where a no-cost lookup is provided for via an agreement between the Authority and the jurisdiction (for example, California). The volumes provided are for budgeting and price evaluation purposes only and are not guaranteed. The blended rate provided shall be fixed, and the rate is not subject to volume adjustments.
9. Total Annual Evaluation Cost will be automatically calculated. Sheet 3 is automatically populated from Sheet 3-3

2.4. Base Contract and Optional Extensions CSC Operations Cost Summary - Sheets 4, 4-1, 4-2, and 4-3

The Offeror's total price for Base Contract and Optional Extensions CSC Operations Cost shall be the aggregate of all costs included in Sheet 4.

Offerors shall input per-item unit costs for each of the operations cost categories as follows:

- Per Active Account per month – Includes all Active Accounts with at least one financial transaction within the last six months. For example, research by the CSR or the opening or resolution of a Case do not qualify an account as Active.

- For all account correspondence, Notices of Toll Evasion Violations, Initial CSC Operations Collections Attempts, and Invoices (Optional Item), Offeror costs shall exclude postage and skip tracing fees, which would be paid for as pass-through costs (see Section 2.8). Offeror costs shall also exclude mail handling fees, which would be paid for as per-item costs (see Section 2.3).
 - Per Notice of Toll Evasion Violation mailed – Includes all Notice of Toll Evasion Violation generated and successfully mailed during the applicable month, regardless of whether or not a Notice of Delinquent Toll Evasion Violation is mailed. No additional CSC Operations payment will be made for Notices of Delinquent Toll Evasion Violation mailed.
 - Per Initial CSC Operations Collections Attempt (prior to a Collections Placement) – Per pre-Collections Placement and includes all Initial CSC Operations Collections Notices generated and successfully mailed and/or outbound calls placed (based on DMV and/or skip-trace information) during the applicable months and based on the Offeror's approach described in the Contractor's proposal.
 - Per Invoice mailed (Optional Item) – Includes all Invoices and Notices of Toll Evasion Violation generated and successfully mailed during the applicable month. The Offeror's cost per Invoice shall be the incremental cost (increase, decrease, or net zero change) to manage the mailing of Invoices as part of the Violation Notice process.
- Per Hearing – Includes the cost of providing an Administrative Hearing Officer for each Administrative Hearing conducted or not cancelled by the prior Business Day.

Offerors should apply pricing in a manner that is reflective of the Offeror's actual costs related to that cost category. The Authority does not plan to invoice; however, costs will be captured for a possible future change in toll policy.

To complete Sheets 4, 4-1, 4-2, and 4-3 do the following:

1. Begin with Sheet 4-1. The sheet contains four (4) Monthly Variable Fees types and levels for each year for Active Accounts, Notices of Toll Evasion Violation, Initial Collections Notices, and Invoices (Optional Item). The cells for category type and the monthly evaluation number of units (for evaluation purposes) for each category have already been populated by the Authority and should not be altered or deleted. The Authority does not guarantee that the evaluation quantities shown will be the actual quantities that occur during the Operations Phase.
2. In columns (D) and (E) provide proposed minimum and maximum volumes for each tier for each of the three categories. The Contractor will be compensated for each category based on the actual volumes experienced during the month and the levels in which those volumes fall. Note that the Level 1 volume begins with 1 transaction already entered in for each of the categories and a maximum value for Level 3 is also provided.
3. Next, enter the proposed unit cost for each category type and level for each year. Resulting Monthly Fees are *cumulative* in that the Contractor shall be paid for the volumes that fall within each of the monthly categories at the unit prices proposed for that level. For example, if the total volumes are at or below the Level 1 maximum established by the Contractor, the Contractor shall only be paid based on Level 1 pricing. Alternatively, if total volumes fall within the Level 3 range, the Contractor shall be paid based on the actual volumes that fall within each of the three levels.
4. Moving down the sheet, enter the Per Hearing cost.

5. The Total Monthly Cost for each category/level where applicable, excluding Optional Items, will then automatically calculate based on evaluation volumes and the total monthly cost summary will be shown in the appropriate line item on Sheet 4.
6. Move to Sheet 4-2, which provides for other direct cost (non-labor) back-up information for Sheet 4-1. Sheet 4-2 provides the monthly back-up details *for Year 1 only*. There are three cost categories with cost items provided under each category. Enter monthly unit quantities and unit costs for the identified cost item. If the item is provided as a lump sum the quantity should be entered as 1. Space is also provided for the Offeror to enter additional cost items. Total monthly unit costs and total direct costs for each sub-category will then automatically calculate and summarized.
7. Sheet 4-3 provides labor back-up information for Sheet 4-1 *for Year 1 only*. Enter names for each of the positions at the top of the list identified as Key Team Personnel positions on the project. Then enter specific loaded labor rate for the position, including burden and profit, in the loaded labor rate column (D) and their number of hours in column (E).
8. Next, move down sheet 4-3 and complete the same information for positions that are pre-populated by position type in column C. Column B is greyed out and staff names are not required for these additional positions. Additional space below is provided for Offerors to enter position types if they are not covered under the pre-populated position categories above.
9. The total labor dollars will be calculated and shown under column (F) for each staff person and labor category and a grand total will be calculated.

NOTE: The total amounts from Sheet 4-2 and Sheet 4-3 (annual cost divided by 12 months) shall equal Sheet 4-1 Sub-total for Year 1 Base Contract Monthly Variable CSC Operations Cost. A Year 1 monthly cost check cell is provided on Sheet 4-1 to assist Offerors with verifying that the two totals are equal.
10. The annual costs for each price element on Sheet 4 will automatically be calculated.
11. The Projected Bond Amounts table included on Sheet 4 is provided for Offeror to determine the O&M performance bond value that will be the basis for costs to be entered on Sheet 3-1a and Sheet 4-2. Offeror should allocate the respective proportional cost of the O&M bond to Maintenance on Sheet 3-1a and Operations on Sheet 4-2.

2.5. Transition and Succession Cost Summary – Sheet 5

The Offeror's total price for Transition and Succession Costs shall be the aggregate of all costs included in Sheet 5. Sheet 5 covers all costs to be paid by the Authority for end of contract Transition and Succession requirements identified in Exhibit B Scope of Work and Requirements.

To complete Sheet 5 do the following:

1. Provide a cost for each End of Contract Succession and Transition component identified in column (B). The Offeror may add items below the components listed as needed, including as much detail as space allows. Starting in column (C), enter the number of units for each component (e.g., use "4" to represent 4 units of an item or "1" to represent a lump sum). In column (D) enter the unit cost. Include all non-labor costs required for each price component. Total unit costs will be calculated automatically in column (E).
2. In column (F), enter the labor hours associated with each of the Transition required positions. In column (G) enter the specific Operations and Maintenance year 6 loaded labor rate, including burden and profit. Total labor costs will be calculated automatically in column (H). The costs for

each component (the sum of columns (E) and (H)) will then automatically be calculated in each line in column (I), with the sum of all lines for this sheet automatically calculated and totaled in the bottom row. If Transition occurs after Operations and Maintenance year 5 (i.e., during Operations and Maintenance option term years) adjustment to the price shall be made in accordance with Section 2.9.

3. The total costs will automatically be shown in the appropriate line item on Sheet 1 Project Summary.

2.6. Additional Services Rates - Sheets 6 and 6-1

The Offeror's total price for Base Contract (Operations and Maintenance Years 1-6) and Optional Extensions (Operations and Maintenance Years 7-11) for Additional Services shall be the aggregate of all costs included in Sheet 6.

To complete Sheets 6 and 6-1 do the following:

1. The Offeror's shall provide 2022 fully loaded hourly labor rates, including burden and profit, for the staff shown in Sheet 6-1. All changes to the Contract involving labor shall use the hourly labor rates provided by the Offeror in this table for the Implementation Phase and for each year of Operations and Maintenance (Years 1-11).
2. For changes during the Implementation Phase the labor rates shown for 2022 shall apply with no escalation regardless of the point in Implementation.
3. For changes in the Operations and Maintenance Phase the labor rates shown will be escalated from 2022 using the CPI as further described in Section 2.9.
4. Hours are entered on Sheet 6-1 for evaluation purposes only. These are estimates and are not a guarantee of Work.
5. An annual labor rate escalation percentage of 3% has been included for evaluation purposes only for Operations and Maintenance Years 1-11. Actual hourly labor rates beginning in Year 1 of Operations and Maintenance shall be adjusted based on changes to the CPI as provided in Section 2.9 below.
6. The total loaded labor evaluation dollars will be automatically calculated for each staff position and labor category and an annual total will be calculated.
7. Sheet 6 is automatically populated from Sheet 6-1. The annual cost for Total Additional Services will then automatically be calculated.

2.7. Pass-Through Costs - Sheet 7

The Contractor will be allowed to expense some cost items as pass-through costs. The Authority have included annual estimated pass-through costs in Sheet 7, Base Contract and Optional Extensions Estimated Pass-Through and Cost Summary for all Offerors. These estimates do not imply actual costs to be invoiced by the Contractor, but rather are for the Authority's budgeting purposes only. The pass-through costs shall be paid based on actual costs incurred by the Contractor and pre-Approved by the Authority and invoiced without markup. The allowable pass-through costs are detailed in the Scope of Services.

2.8. Milestone Payment Schedule – Sheet 8

The Milestone Payment Schedule sheet applies the total proposed BOS Implementation Phase cost to the actual payment milestones. The sheet takes the Offeror's BOS Implementation price shown on Sheet 2 and multiplies it by the percentage associated with each payment milestone. The result is a dollar amount to be paid for each milestone based on the actual Proposal.

2.9. CPI Actual Cost Adjustments

Prices for Transition and Succession Cost (Sheet 5) described above in Section 2.5, and Additional Services Rates (Sheet 6-1) described above in Section 2.6, may be adjusted up or down from the Proposal pricing using the following Bureau of Labor Statistics' Employment Cost (CPI) index:

CPI: CUUR0400SA0 Consumer Price Index - All Urban Consumers; West Urban All Items

NOTE: The above index names and numbers were obtained from the Bureau of Labor Statistics (BLS) and were current as of the date this RFP was written. In the event that the BLS updates an index name or number, the Authority shall consult the BLS web site to determine the new name and number of the index. More information about these indices can be found on the U.S. Bureau of Labor's website: <http://www.bls.gov/ppi/> and <http://www.bls.gov/ncs/ect>.

Adjustments will be made as follows:

1. For the Additional Services (Sheet 6-1), the annual adjustment shall be the change in the index for the latest previous 12-month period available at the time of the anniversary date of Operations and Maintenance, up to a maximum change of three (3%) percent, subject to the following:
 - The first applicable year of cost adjustment shall be year 1 of Operations and Maintenance. Cost adjustment shall be made based on the index change that occurs from the month/year of NTP to the commencement of year 1 of Operations and Maintenance up to a maximum change of three (3%) percent, regardless of the duration of time between NTP and the start of Operations and Maintenance.
 - Annual adjustment to rates subsequent to year 1 of Operations and Maintenance shall be made on the anniversary date of the Operations and Maintenance Phase, based for the previous 12-month period available.
2. For end of Contract Transition and Succession (Sheet 5), CPI applies only if End of Contract occurs after year 6 of Operations and Maintenance (i.e., during the Operations and Maintenance optional extensions period). The basis for the adjustment shall be the change in the CPI for the latest previous 12-month period available at the time of the anniversary date of Operations and Maintenance from year 6 (e.g., using year 6 CPI as the base) to the year in which the Contract Transition occurs, up to a maximum change of three (3%) percent for each year.
3. The following is an example of how the index change will be measured (as provided by the Bureau of Labor Statistics):

Table 1: CPI Change Calculation Example*

	CPI
Current Period Index	267.370
Previous Period Index	260.994
Index Point Change*	6.376
Divided by Previous Period Index	6.376/260.994
CPI Percent Change*	2.44%*
<i>*Note-capped at 3% per year</i>	
Source: BLS CPI Math Calculation	

Sheet 1
Project Cost Summary

DESCRIPTION OF SERVICES	TOTAL COST (\$)
BASE CONTRACT	
BOS Implementation Costs (Sheet 2)	\$ -
BOS Administration, Maintenance and Support Services Costs (Maintenance Years 1-6) (Sheet 3)	\$ -
CSC Operations Costs (Operations Years 1-6) (Sheet 4)	\$ -
Transition and Succession Costs (Sheet 5)	\$ -
Additional Services - (O&M Years 1-6) (Sheet 6)	\$ -
Total Base Contract	\$ -
OPTIONAL EXTENSIONS	
Option Term 1 - BOS Administration, Maintenance and Support Services Costs (Maintenance Years 7-9) (Sheet 3)	\$ -
Option Term 1 - CSC Operations Costs (Operations Years 7-9) (Sheet 4)	\$ -
Option Term 1 - Additional Services (O&M Years 7-9) (Sheet 6)	\$ -
Total Option Term 1 Cost (O&M Years 7-9)	\$ -
Option Term 2 - BOS Administration, Maintenance and Support Services Costs (Maintenance Years 10-11) (Sheet 3)	\$ -
Option Term 2 - CSC Operations Costs (Operations Years 10-11) (Sheet 4)	\$ -
Option Term 2 - Additional Services (O&M Years 10-11) (Sheet 6)	\$ -
Total Option Term 2 Cost (O&M Years 10-11)	\$ -
Total Optional Extensions (Years 7-11)	\$ -
Total Base Contract and Optional Extensions Cost	\$ -
PASS-THROUGH COSTS	
Pass-Through Costs - (O&M Years 1-6) (Sheet 7)	\$ 28,366,446
Pass-Through Costs - (O&M Years 7-9) (Sheet 7)	\$ 14,479,915
Pass-Through Costs - (O&M Years 10-11) (Sheet 7)	\$ 10,537,483
Total Pass-Through Costs	\$ 53,383,844

_____ Dollars

Officer Signature
Typed Name, Title, Address and Phone Number

Date

Sheet 2

**Base Contract and Optional Items
BOS Implementation Cost Summary**

Item #	Description	Unit	Total Cost (\$)
BASE CONTRACT			
1	Project Mobilization	LS	\$ -
2	Project Management	LS	\$ -
3	BOS Server Environments, Hardware, Hosting and/or Cloud, including Installation	LS	\$ -
4	CSC Operations Desktop Environments, including Installation	LS	\$ -
5	CSC Operations Office Equipment, including Installation	LS	\$ -
6	Telephony Systems, Customer Contact Center, IVR and ACD Systems	LS	\$ -
7	Network, including Installation	LS	\$ -
8	Third Party Software Licenses	LS	\$ -
9	Custom Software Development	LS	\$ -
10	Perpetual Contractor BOS Software License beyond Contract Term (cost if any)	LS	\$ -
11	BOS Design	LS	\$ -
12	BOS Documentation	LS	\$ -
13	BOS Testing	LS	\$ -
14	Training	LS	\$ -
15	New I-405 CSC Facility Design and Operations Mobilization	LS	\$ -
16	CSC Operations Design, Documentation and Readiness Testing	LS	\$ -
17	Insurance and Bonding Implementation Period	LS	\$ -
18	Other	LS	\$ -
Total BOS Implementation Cost			\$ -
OPTIONAL ITEMS			
19	Self-Service Mobile Application	LS	\$ -
20	Data Warehouse and Data Analytics/Business Intelligence	LS	\$ -

**Sheet 2-1 Back-up
Base Contract and Optional Items
BOS Implementation Cost Detail**

DESCRIPTION OF ITEMS		# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL COST (\$)
BASE CONTRACT						
1	Project Mobilization			-		
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Project Mobilization			\$ -	\$ -	\$ -
2	Project Management					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Project Management			\$ -	\$ -	\$ -
3	BOS Server Environments, Hardware, Hosting and/or Cloud, including Installation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total BOS Server Environments, Hardware, Hosting and/or Cloud, including Installation			\$ -	\$ -	\$ -
4	CSC Operations Desktop Environments, including Installation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total CSC Operations Desktop Environments, including Installation			\$ -	\$ -	\$ -
5	CSC Operations Office Equipment, including Installation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total CSC Operations Office Equipment, including Installation			\$ -	\$ -	\$ -
6	Telephony Systems, Customer Contact Center, IVR and ACD Systems					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Telephony Systems, Customer Contact Center, IVR and ACD Systems			\$ -	\$ -	\$ -
7	Network, including Installation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Network, including Installation			\$ -	\$ -	\$ -

Sheet 2-1 Back-up
Base Contract and Optional Items
BOS Implementation Cost Detail

DESCRIPTION OF ITEMS		# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL COST (\$)
8	Third Party Software Licenses					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Third Party Software Licenses			\$ -	\$ -	\$ -
9	Custom Software Development					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Custom Software Development			\$ -	\$ -	\$ -
10	Perpetual Contractor BOS Software License beyond Contract Term (cost if any)					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Perpetual Contractor BOS Software License beyond Contract Term			\$ -	\$ -	\$ -
11	BOS Design					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total BOS Design			\$ -	\$ -	\$ -
12	BOS Documentation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total BOS Documentation			\$ -	\$ -	\$ -
13	BOS Testing					
	Unit Testing	0	\$ -	\$ -	\$ -	\$ -
	System Integration Testing	0	\$ -	\$ -	\$ -	\$ -
	User Acceptance Testing	0	\$ -	\$ -	\$ -	\$ -
	Regression Testing	0	\$ -	\$ -	\$ -	\$ -
	Onsite Installation and Commissioning Testing, Data Migration, Transition and Go-Live	0	\$ -	\$ -	\$ -	\$ -
	Operational and Acceptance Testing	0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total BOS Testing			\$ -	\$ -	\$ -
14	Training					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Training			\$ -	\$ -	\$ -

**Sheet 2-1 Back-up
Base Contract and Optional Items
BOS Implementation Cost Detail**

DESCRIPTION OF ITEMS		# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL COST (\$)
15	New I-405 CSC Facility Design and Operations Mobilization					
	I-405 CSC Facility Design	0	\$ -	\$ -	\$ -	\$ -
	Mobilization and Ramp-up/Customer Services	0	\$ -	\$ -	\$ -	\$ -
	Operational Readiness Demonstration	0	\$ -	\$ -	\$ -	\$ -
	Operational Prior to Go-Live	0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total New I-405 CSC Facility Design and Operations Mobilization			\$ -	\$ -	\$ -
16	CSC Operations Design, Documentation and Readiness Testing					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total CSC Operations Design, Documentation and Readiness Testing			\$ -	\$ -	\$ -
17	Insurance and Bonding Implementation Period					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Insurance and Bonding Implementation Period			\$ -	\$ -	\$ -
18	Other					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Other			\$ -	\$ -	\$ -
	Total BOS Implementation Cost			\$ -	\$ -	\$ -
Labor Check - Total Cell F151 Should Equal Sheet 2-2 Cell F74.					\$ -	
OPTIONAL ITEMS						
19	Self-Service Mobile Application					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Self-Service Mobile Application			\$ -	\$ -	\$ -
20	Data Warehouse and Data Analytics/Business Intelligence					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Data Warehouse and Data Analytics/Business Intelligence			\$ -	\$ -	\$ -

All hardware/software provided under this Contract should be included in these costs.

**Sheet 2-2 Back-up
BOS Implementation Cost Staff Rates and Hours**

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES		
			Loaded Labor Rate (\$)	Hours	Total Loaded Labor Cost (\$)
1		Project Principal	\$ -	0	\$ -
2		Project Manager (Implementation Phase)	\$ -	0	\$ -
3		Deputy Project Manager	\$ -	0	\$ -
4		Quality Assurance Manager	\$ -	0	\$ -
5		Software Development Manager	\$ -	0	\$ -
6		Technology Manager	\$ -	0	\$ -
7		Mobilization and Facility Coordination Manager	\$ -	0	\$ -
8		On-site Installation Manager	\$ -	0	\$ -
9		On-site Technology and Support Manager	\$ -	0	\$ -
10		CSC Operations Manager	\$ -	0	\$ -
11		Violations Processing Manager	\$ -	0	\$ -
12		Finance Manager	\$ -	0	\$ -
13		Administrative Support	\$ -	0	\$ -
14		BOS Trainer	\$ -	0	\$ -
15		Business Analyst	\$ -	0	\$ -
16		CSC Correspondence Representative	\$ -	0	\$ -
17		CSC Financial Reconciliation	\$ -	0	\$ -
18		CSC Mailroom Clerk	\$ -	0	\$ -
19		CSC Payment Processor	\$ -	0	\$ -
20		CSC Supervisor	\$ -	0	\$ -
21		CSC Tag Inventory Clerk	\$ -	0	\$ -
22		CSC Trainer	\$ -	0	\$ -
23		CSR I	\$ -	0	\$ -
24		CSR II	\$ -	0	\$ -
25		CSR III	\$ -	0	\$ -
26		CSR Walk-in	\$ -	0	\$ -
27		Data Analytics Specialist	\$ -	0	\$ -
28		Database Administrator I	\$ -	0	\$ -
29		Database Administrator II	\$ -	0	\$ -
30		Database Developer I	\$ -	0	\$ -
31		Database Developer II	\$ -	0	\$ -
32		Documentation Specialist I	\$ -	0	\$ -
33		Documentation Specialist II	\$ -	0	\$ -
34		Help Desk Staff I	\$ -	0	\$ -
35		Help Desk Staff II	\$ -	0	\$ -
36		Human Resources Manager	\$ -	0	\$ -
37		Network Administrator I	\$ -	0	\$ -
38		Network Administrator II	\$ -	0	\$ -
39		On-site Desktop Support I	\$ -	0	\$ -
40		On-site Desktop Support II	\$ -	0	\$ -
41		Scheduler	\$ -	0	\$ -
42		Software Architect/Engineer	\$ -	0	\$ -
43		Software Developer I	\$ -	0	\$ -
44		Software Developer II	\$ -	0	\$ -
45		Software Developer III	\$ -	0	\$ -
46		Software Tester I	\$ -	0	\$ -
47		Software Tester II	\$ -	0	\$ -
48		System Administrator I	\$ -	0	\$ -
49		System Administrator II	\$ -	0	\$ -
50		System Security Specialist	\$ -	0	\$ -
51		Systems Architect/Engineer	\$ -	0	\$ -
52		Test Manager	\$ -	0	\$ -
53		Training Manager	\$ -	0	\$ -

**Sheet 2-2 Back-up
BOS Implementation Cost Staff Rates and Hours**

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES		
			Loaded Labor Rate (\$)	Hours	Total Loaded Labor Cost (\$)
54			\$ -	0	\$ -
55			\$ -	0	\$ -
56			\$ -	0	\$ -
57			\$ -	0	\$ -
58			\$ -	0	\$ -
59			\$ -	0	\$ -
60			\$ -	0	\$ -
61			\$ -	0	\$ -
62			\$ -	0	\$ -
63			\$ -	0	\$ -
64			\$ -	0	\$ -
65			\$ -	0	\$ -
66			\$ -	0	\$ -
67			\$ -	0	\$ -
68			\$ -	0	\$ -
69			\$ -	0	\$ -
70			\$ -	0	\$ -
	Total Labor Cost				\$ -

Use as many pages as necessary to develop the Staff Listing (please label each page with number)

Sheet 3

Base Contract and Optional Extensions, including Optional Items
BOS Administration, Maintenance and Support Services Cost Summary (Based on Assumed Volumes)

Item #	Description of Maintenance Cost Item	ANNUAL TRIP VOLUME FEE (\$) (Sheet 3-1)	ANNUAL PER PIECE ITEMS COST (\$) (Sheet 3-2)	ANNUAL ROV LOOKUP COST (\$) (Sheet 3-3)	TOTAL (\$)	OPTIONAL ITEMS ANNUAL INCREMENTAL INCREASE (\$) (Sheet 3-1)
BASE CONTRACT						
1	Year 1 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
2	Year 2 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
3	Year 3 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
4	Year 4 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
5	Year 5 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
7	Year 6 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Total Base Contract Cost (Maintenance Years 1-6)		\$ -	\$ -	\$ -	\$ -	\$ -
OPTIONAL EXTENSIONS						
8	Option Term 1 - Year 7 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
9	Option Term 1 - Year 8 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
10	Option Term 1 - Year 9 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Total Option Term 1 Cost (Maintenance Years 7-9)		\$ -	\$ -	\$ -	\$ -	\$ -
11	Option Term 2 - Year 10 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
12	Option Term 2 - Year 11 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Total Option Term 2 Cost (Maintenance Years 10-11)		\$ -	\$ -	\$ -	\$ -	\$ -
Total Optional Extensions Cost (Maintenance Years 7-11)		\$ -	\$ -	\$ -	\$ -	\$ -
Total Base & Optional Extensions Cost (Maintenance Years 1-11)		\$ -	\$ -	\$ -	\$ -	\$ -

Sheet 3-1 Back-up
Monthly Trip Fee Cost (Based on Assumed Trip Volumes)

DESCRIPTION OF ITEMS		UNIT	Monthly Trip Volume From	Monthly Trip Volume To	MONTHLY FEE (\$)	MONTHLY FEE (\$)	MONTHLY FEE (\$)
Base Contract and Optional Extensions					Year 1 of Maintenance	Year 2 of Maintenance	Year 3 of Maintenance
Monthly Pricing per Trip Volume Tier							
1	Total Trip Processed - Level 1	Fixed Fee	1	0	\$ -	\$ -	\$ -
2	Total Trip Processed - Level 2	Fixed Fee	0	0	\$ -	\$ -	\$ -
3	Total Trip Processed - Level 3	Fixed Fee	0	5,000,000	\$ -	\$ -	\$ -
Optional Items (Incremental Increase)							
4	Self-Service Mobile Application	Lump Sum	1		\$ -	\$ -	\$ -
5	Data Warehouse and Data Analytics/Business Intelligence	Lump Sum	1		\$ -	\$ -	\$ -

DESCRIPTION OF ITEMS					MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)
Base Contract and Option Years					Year 1 of Maintenance	Year 2 of Maintenance	Year 3 of Maintenance
Monthly Assumed Trip Volumes							
	Total Trips Processed				2,100,000	2,600,000	3,100,000

DESCRIPTION OF ITEMS					MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)
Base Contract and Option Years					Year 1 of Maintenance	Year 2 of Maintenance	Year 3 of Maintenance
Monthly Trip Fee Cost Based on Assumed Trip Volumes							
	Total Trips Processed				\$ -	\$ -	\$ -
	TOTAL MONTHLY TRIP FEE COST				\$ -	\$ -	\$ -
Year 1 Monthly Cost Check Sheet 3-1a (cell D39) plus Sheet 3-1b (cell F54/12) should equal cell F21					\$ -		

Sheet 3-1 Back-up
Monthly Trip Fee Cost (Based on Assumed Trip Volumes)

DESCRIPTION OF ITEMS		UNIT	Monthly Trip Volume From	Monthly Trip Volume To	MONTHLY FEE (\$)	MONTHLY FEE (\$)	MONTHLY FEE (\$)
Base Contract and Optional Extensions					Year 4 of Maintenance	Year 5 of Maintenance	Year 6 of Maintenance
Monthly Pricing per Trip Volume Tier							
1	Total Trip Processed - Level 1	Fixed Fee	1	0	\$ -	\$ -	\$ -
2	Total Trip Processed - Level 2	Fixed Fee	0	0	\$ -	\$ -	\$ -
3	Total Trip Processed - Level 3	Fixed Fee	0	5,000,000	\$ -	\$ -	\$ -
Optional Items (Incremental Increase)							
4	Self-Service Mobile Application	Lump Sum	1		\$ -	\$ -	\$ -
5	Data Warehouse and Data Analytics/Business Intelligence	Lump Sum	1		\$ -	\$ -	\$ -

DESCRIPTION OF ITEMS					MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)
Base Contract and Option Years					Year 4 of Maintenance	Year 5 of Maintenance	Year 6 of Maintenance
Monthly Assumed Trip Volumes							
	Total Trips Processed				3,200,000	3,200,000	3,300,000

DESCRIPTION OF ITEMS					MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)
Base Contract and Option Years					Year 4 of Maintenance	Year 5 of Maintenance	Year 6 of Maintenance
Monthly Trip Fee Cost Based on Assumed Trip Volumes							
	Total Trips Processed				\$ -	\$ -	\$ -
	TOTAL MONTHLY TRIP FEE COST				\$ -	\$ -	\$ -

Year 1 Monthly Cost Check Sheet 3-1a (cell D39) plus
Sheet 3-1b (cell F54/12) should equal cell F21

Sheet 3-1 Back-up
Monthly Trip Fee Cost (Based on Assumed Trip Volumes)

DESCRIPTION OF ITEMS		UNIT	Monthly Trip Volume From	Monthly Trip Volume To	MONTHLY FEE (\$)	MONTHLY FEE (\$)	MONTHLY FEE (\$)
Base Contract and Optional Extensions					Option Term 1 Year 7 of Maintenance	Option Term 1 Year 8 of Maintenance	Option Term 1 Year 9 of Maintenance
Monthly Pricing per Trip Volume Tier							
1	Total Trip Processed - Level 1	Fixed Fee	1	0	\$ -	\$ -	\$ -
2	Total Trip Processed - Level 2	Fixed Fee	0	0	\$ -	\$ -	\$ -
3	Total Trip Processed - Level 3	Fixed Fee	0	5,000,000	\$ -	\$ -	\$ -
Optional Items (Incremental Increase)							
4	Self-Service Mobile Application	Lump Sum	1		\$ -	\$ -	\$ -
5	Data Warehouse and Data Analytics/Business Intelligence	Lump Sum	1		\$ -	\$ -	\$ -

DESCRIPTION OF ITEMS					MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)
Base Contract and Option Years					Option Term 1 Year 7 of Maintenance	Option Term 1 Year 8 of Maintenance	Option Term 1 Year 9 of Maintenance
Monthly Assumed Trip Volumes							
	Total Trips Processed				3,400,000	3,400,000	3,500,000

DESCRIPTION OF ITEMS					MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)
Base Contract and Option Years					Option Term 1 Year 7 of Maintenance	Option Term 1 Year 8 of Maintenance	Option Term 1 Year 9 of Maintenance
Monthly Trip Fee Cost Based on Assumed Trip Volumes							
	Total Trips Processed				\$ -	\$ -	\$ -
	TOTAL MONTHLY TRIP FEE COST				\$ -	\$ -	\$ -

Year 1 Monthly Cost Check Sheet 3-1a (cell D39) plus
Sheet 3-1b (cell F54/12) should equal cell F21

Sheet 3-1 Back-up
Monthly Trip Fee Cost (Based on Assumed Trip Volumes)

DESCRIPTION OF ITEMS		UNIT	Monthly Trip Volume From	Monthly Trip Volume To	MONTHLY FEE (\$)	MONTHLY FEE (\$)
Base Contract and Optional Extensions					Option Term 2 Year 10 of Maintenance	Option Term 2 Year 11 of Maintenance
Monthly Pricing per Trip Volume Tier						
1	Total Trip Processed - Level 1	Fixed Fee	1	0	\$ -	\$ -
2	Total Trip Processed - Level 2	Fixed Fee	0	0	\$ -	\$ -
3	Total Trip Processed - Level 3	Fixed Fee	0	5,000,000	\$ -	\$ -
Optional Items (Incremental Increase)						
4	Self-Service Mobile Application	Lump Sum	1		\$ -	\$ -
5	Data Warehouse and Data Analytics/Business Intelligence	Lump Sum	1		\$ -	\$ -

DESCRIPTION OF ITEMS					MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)
Base Contract and Option Years					Option Term 2 Year 10 of Maintenance	Option Term 2 Year 11 of Maintenance
Monthly Assumed Trip Volumes						
	Total Trips Processed				3,600,000	3,700,000

DESCRIPTION OF ITEMS					MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)
Base Contract and Option Years					Option Term 2 Year 10 of Maintenance	Option Term 2 Year 11 of Maintenance
Monthly Trip Fee Cost Based on Assumed Trip Volumes						
	Total Trips Processed				\$ -	\$ -
	TOTAL MONTHLY TRIP FEE COST				\$ -	\$ -

Year 1 Monthly Cost Check Sheet 3-1a (cell D39) plus
Sheet 3-1b (cell F54/12) should equal cell F21

**Sheet 3-1a Back-up
Monthly Trip Fee
Year 1 Base Contract Monthly Direct Cost Detail**

DESCRIPTION OF ITEMS	# UNIT	UNIT (\$)	TOTAL MONTHLY COST (\$)
Year 1 Maintenance			
Technology Costs/Fees (as applicable)			
BOS Server Environments, Hosting, and/or Cloud	0	\$ -	\$ -
BOS 3rd Party Software Licenses	0	\$ -	\$ -
BOS Contractor Software Licenses	0	\$ -	\$ -
CSC Operations Desktop Environments	0	\$ -	\$ -
CSC Operations Office Equipment	0	\$ -	\$ -
Telephony Systems, Customer Contact Center, IVR and ACD	0	\$ -	\$ -
Telephony Related Recurring	0	\$ -	\$ -
Network Recurring (required Contractor provided network connections)	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Technology Costs/Fees			\$ -
Services Costs/Fees (as applicable)			
Credit Card and ACH Tokenization	0	\$ -	\$ -
PCI Compliance	0	\$ -	\$ -
Non-PCI Vulnerability and Penetration Testing	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Services Costs/Fees			\$ -
Other Costs/Fees (as applicable)			
Escrow and Performance Bond	0	\$ -	\$ -
Travel	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Other Costs/Fees			\$ -
Year 1 Monthly Maintenance Direct Cost			\$ -

Sheet 3-1b Back-up
Trip Fee
Year 1 Base Contract Staff Rates and Hours

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Year 1 of Maintenance		
			Year 1 Loaded Labor Rate (\$)	Year 1 Hours	Year 1 Total Loaded Labor Cost (\$)
1		Project Principal	\$ -	0	\$ -
2		Project Manager (Operations and Maintenance Phase)	\$ -	0	\$ -
3		Quality Assurance Manager	\$ -	0	\$ -
4		Software Development Manager	\$ -	0	\$ -
5		Technology Manager	\$ -	0	\$ -
6		On-site Technology and Support Manager	\$ -	0	\$ -
7		CSC Operations Manager	\$ -	0	\$ -
8		Finance Manager	\$ -	0	\$ -
9		Administrative Assistant(s)	\$ -	0	\$ -
10		Administrative Support	\$ -	0	\$ -
11		BOS Trainer	\$ -	0	\$ -
12		Business Analyst	\$ -	0	\$ -
13		Data Analytics Specialist	\$ -	0	\$ -
14		Data Migration Manager	\$ -	0	\$ -
15		Database Administrator I	\$ -	0	\$ -
16		Database Administrator II	\$ -	0	\$ -
17		Database Developer I	\$ -	0	\$ -
18		Database Developer II	\$ -	0	\$ -
19		Deputy Project Manager	\$ -	0	\$ -
20		Documentation Specialist I	\$ -	0	\$ -
21		Documentation Specialist II	\$ -	0	\$ -
22		Hardware Engineer	\$ -	0	\$ -
23		Help Desk Staff I	\$ -	0	\$ -
24		Help Desk Staff II	\$ -	0	\$ -
25		Human Resources Manager	\$ -	0	\$ -
26		Network Administrator I	\$ -	0	\$ -
27		Network Administrator II	\$ -	0	\$ -
28		On-site Desktop Support I	\$ -	0	\$ -
29		On-site Desktop Support II	\$ -	0	\$ -
30		On-site Installation Manager	\$ -	0	\$ -
31		Software Architect/Engineer	\$ -	0	\$ -
32		Software Developer I	\$ -	0	\$ -
33		Software Developer II	\$ -	0	\$ -
34		Software Developer III	\$ -	0	\$ -
35		Software Tester I	\$ -	0	\$ -
36		Software Tester II	\$ -	0	\$ -
37		System Administrator I	\$ -	0	\$ -
38		System Administrator II	\$ -	0	\$ -
39		System Analyst	\$ -	0	\$ -
40		System Security Specialist	\$ -	0	\$ -
41		Systems Architect/Engineer	\$ -	0	\$ -
42		Test Manager	\$ -	0	\$ -
43		Training Manager	\$ -	0	\$ -
44			\$ -	0	\$ -
45			\$ -	0	\$ -
46			\$ -	0	\$ -
47			\$ -	0	\$ -
48			\$ -	0	\$ -
49			\$ -	0	\$ -
50			\$ -	0	\$ -
	Grand Total Labor Cost				\$ -

Use as many pages as necessary to develop the Staff Listing (please label each page with number)

Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)

ITEM #	PER ITEM PRICING		ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.		Year 1 of Maintenance			Year 2 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	Per Piece	4,700,000	\$ -	\$ -	5,900,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	Per Piece	250,000	\$ -	\$ -	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	Per Piece	125,000	\$ -	\$ -	125,000	\$ -	\$ -
4	#9 Return Envelope - White	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
6	Color logo on notification	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
7	Duplex printing	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
8	Additional page (Simplex)	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
9	Additional page (Duplex)	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	Per Piece	500,000	\$ -	\$ -	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	In addition/per piece	500,000	\$ -	\$ -	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	In addition/per piece	100,000	\$ -	\$ -	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING				\$ -			\$ -

All color printing shall assume the use of two colors

Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.	Year 3 of Maintenance			Year 4 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	7,100,000	\$ -	\$ -	6,200,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	500,000	\$ -	\$ -	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	100,000	\$ -	\$ -	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -			\$ -

All color printing shall assume the use of two colors

Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.	Year 5 of Maintenance			Year 6 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,700,000	\$ -	\$ -	6,000,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	500,000	\$ -	\$ -	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	100,000	\$ -	\$ -	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -			\$ -

All color printing shall assume the use of two colors

Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.	Option Term 1 Year 7 of Maintenance			Option Term 1 Year 8 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,500,000	\$ -	\$ -	5,500,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	500,000	\$ -	\$ -	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	100,000	\$ -	\$ -	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -			\$ -

All color printing shall assume the use of two colors

Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.	Option Term 1 Year 9 of Maintenance			Option Term 2 Year 10 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,600,000	\$ -	\$ -	5,700,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	500,000	\$ -	\$ -	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	100,000	\$ -	\$ -	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -			\$ -

All color printing shall assume the use of two colors

**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.	Option Term 2 Year 11 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,800,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -

All color printing shall assume the use of two colors

Sheet 3-3 Back-up
Annual ROV Lookup (Blended Rate Per Successful Lookup, Based on Assumed Volumes)

DESCRIPTION		Blended Rate (\$)	Annual Evaluation Quantities	Annual Evaluation Cost (\$)
Base Contract				
1	Year 1 of Maintenance	\$ -	170,000	\$ -
2	Year 2 of Maintenance	\$ -	220,000	\$ -
3	Year 3 of Maintenance	\$ -	230,000	\$ -
4	Year 4 of Maintenance	\$ -	240,000	\$ -
5	Year 5 of Maintenance	\$ -	250,000	\$ -
6	Year 6 of Maintenance	\$ -	260,000	\$ -
Total Base Contract Cost (Maintenance Years 1-6)				\$ -
Optional Extensions				
7	Option Term 1 - Year 7 of Maintenance	\$ -	270,000	\$ -
8	Option Term 1 - Year 8 of Maintenance	\$ -	290,000	\$ -
9	Option Term 1 - Year 9 of Maintenance	\$ -	300,000	\$ -
Total Option Term 1 Cost (Maintenance Years 7-9)				\$ -
10	Option Term 2 - Year 10 of Maintenance	\$ -	320,000	\$ -
11	Option Term 2 - Year 11 of Maintenance	\$ -	330,000	\$ -
Total Option Term 2 Cost (Maintenance Years 10-11)				\$ -
Total Optional Extensions Cost (Maintenance Years 7-11)				\$ -
Total Base & Optional Extensions Cost (Maintenance Years 1-11)				\$ -

Sheet 4

**Base Contract and Optional Extensions
CSC Operations Cost Summary (Based on Assumed Volumes)**

Item #	Description of Items	Total Monthly Cost (\$)	Total Annual Cost (\$)
BASE CONTRACT			
1	Year 1 of Operations	\$ -	\$ -
2	Year 2 of Operations	\$ -	\$ -
3	Year 3 of Operations	\$ -	\$ -
4	Year 4 of Operations	\$ -	\$ -
5	Year 5 of Operations	\$ -	\$ -
6	Year 6 of Operations	\$ -	\$ -
Total Base Contract Cost (Operation Years 1-6)			\$ -
OPTIONAL EXTENSIONS			
7	Option Term 1 - Year 7 of Operations	\$ -	\$ -
8	Option Term 1 - Year 8 of Operations	\$ -	\$ -
9	Option Term 1 - Year 9 of Operations	\$ -	\$ -
Total Option Term 1 Cost (Operation Years 7-9)			\$ -
10	Option Term 2 - Year 10 of Operations	\$ -	\$ -
11	Option Term 2 - Year 11 of Operations	\$ -	\$ -
Total Option Term 2 Cost (Operation Years 10-11)			\$ -
Total Optional Extensions Cost (Operation Years 7-11)			\$ -
Total Base and Optional Extensions Cost (Operation Years 1-11)			\$ -

Projected Bond Amounts

O&M Years	Bond Amount (\$)
Year 1 O&M Bond Value	\$ -
Year 2 O&M Bond Value	\$ -
Year 3 O&M Bond Value	\$ -
Year 4 O&M Bond Value	\$ -
Year 5 O&M Bond Value	\$ -
Year 6 O&M Bond Value	\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Year 1 of Operations Based on Volume 3 Levels Monthly Variable Fee			Year 2 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL										
	MONTHLY EVALUATION VALUE				99,000			103,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				205,798			256,090		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				82,319			102,436		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				40			40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -		\$ -	\$ -
	Total Monthly Variable CSC Operations Cost						\$ -			\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).							\$ -			
OPTIONAL ITEMS										
	MONTHLY EVALUATION VALUE				71,000			83,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -		\$ -	\$ -
	Total Optional Monthly Variable CSC Operations Cost						\$ -			\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Year 3 of Operations Based on Volume 3 Levels Monthly Variable Fee			Year 4 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL										
	MONTHLY EVALUATION VALUE				107,000			111,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				307,287			268,301		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				122,915			107,320		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				40			40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -		\$ -	\$ -
	Total Monthly Variable CSC Operations Cost						\$ -			\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).										
OPTIONAL ITEMS										
	MONTHLY EVALUATION VALUE				92,000			100,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -		\$ -	\$ -
	Total Optional Monthly Variable CSC Operations Cost						\$ -			\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Year 5 of Operations Based on Volume 3 Levels Monthly Variable Fee			Year 6 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL										
	MONTHLY EVALUATION VALUE				115,000			120,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				249,056			259,324		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				99,622			103,730		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				40			40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -		\$ -	\$ -
	Total Monthly Variable CSC Operations Cost						\$ -			\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).										
OPTIONAL ITEMS										
	MONTHLY EVALUATION VALUE				103,000			98,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -		\$ -	\$ -
	Total Optional Monthly Variable CSC Operations Cost						\$ -			\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Option Term 1 Year 7 of Operations Based on Volume 3 Levels Monthly Variable Fee			Option Term 1 Year 8 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL										
	MONTHLY EVALUATION VALUE				125,000			130,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				236,915			240,511		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				94,766			96,204		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				40			40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -		\$ -	\$ -
	Total Monthly Variable CSC Operations Cost						\$ -			\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).										
OPTIONAL ITEMS										
	MONTHLY EVALUATION VALUE				90,000			82,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -		\$ -	\$ -
	Total Optional Monthly Variable CSC Operations Cost						\$ -			\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Option Term 1 Year 9 of Operations Based on Volume 3 Levels Monthly Variable Fee			Option Term 2 Year 10 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL										
	MONTHLY EVALUATION VALUE				135,000			140,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				244,170			247,957		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				97,668			99,183		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				40			40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -		\$ -	\$ -
	Total Monthly Variable CSC Operations Cost						\$ -			\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).										
OPTIONAL ITEMS										
	MONTHLY EVALUATION VALUE				73,000			65,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -		\$ -	\$ -
	Total Optional Monthly Variable CSC Operations Cost						\$ -			\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Option Term 2 Year 11 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL							
	MONTHLY EVALUATION VALUE				146,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -
	MONTHLY EVALUATION VALUE				251,809		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -
	MONTHLY EVALUATION VALUE				100,723		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -
	MONTHLY EVALUATION VALUE				40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -
	Total Monthly Variable CSC Operations Cost						\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).							
OPTIONAL ITEMS							
	MONTHLY EVALUATION VALUE				56,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -
	Total Optional Monthly Variable CSC Operations Cost						\$ -

**Sheet 4-2 Back-up
CSC Operations Costs
Year 1 Base Contract Monthly Schedule of Direct Cost**

DESCRIPTION OF ITEMS	# UNIT	UNIT \$	TOTAL MONTHLY COST (\$)
Year 1 of Operations			
Facility Services (does not include any pass-thru costs or costs covered by the Authority via direct payment to vendors)			
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Facility Services			\$ -
Consumables			
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Consumables			\$ -
Operations Fees			
Operations Staff Travel	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Operations Fees			\$ -
Other Costs and Fees			
Performance Bond	0	\$ -	\$ -
SSAE-18, Type II Audit	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Other Costs and Fees			\$ -
Year 1 of Operations Monthly Direct Cost			\$ -

**Sheet 4-3 Back-up
CSC Operations Cost
Year 1 Base Contract Staff Rates and Hours**

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES - YEAR 1		
			Year 1 Loaded Labor Rate (\$)	Year 1 Hours	Year 1 Total Loaded Labor Cost (\$)
1		Project Principal	\$ -	0	\$ -
2		Project Manager (Operations and Maintenance Phase)	\$ -	0	\$ -
3		Quality Assurance Manager	\$ -	0	\$ -
4		Software Development Manager	\$ -	0	\$ -
5		Technology Manager	\$ -	0	\$ -
6		On-site Technology and Support Manager	\$ -	0	\$ -
7		CSC Operations Manager	\$ -	0	\$ -
8		Violations Processing Manager	\$ -	0	\$ -
9		Finance Manager	\$ -	0	\$ -
10		Administrative Support	\$ -	0	\$ -
11		Administrative Review Hearing Staff	\$ -	0	\$ -
12		Business Analyst	\$ -	0	\$ -
13		CSC Correspondence Representative	\$ -	0	\$ -
14		CSC Financial Reconciliation	\$ -	0	\$ -
15		CSC Mailroom Clerk	\$ -	0	\$ -
16		CSC Payment Processor	\$ -	0	\$ -
17		CSC Supervisor	\$ -	0	\$ -
18		CSC Tag Inventory Clerk	\$ -	0	\$ -
19		CSC Trainer	\$ -	0	\$ -
20		CSR I	\$ -	0	\$ -
21		CSR II	\$ -	0	\$ -
22		CSR III	\$ -	0	\$ -
23		CSR Walk-in	\$ -	0	\$ -
24		Data Migration Manager	\$ -	0	\$ -
25		Deputy Project Manager	\$ -	0	\$ -
26		Documentation Specialist I	\$ -	0	\$ -
27		Documentation Specialist II	\$ -	0	\$ -
28		Facility Oversight and Coordination Manager	\$ -	0	\$ -
29		Help Desk Staff I	\$ -	0	\$ -
30		Human Resources Manager	\$ -	0	\$ -
31		Image Review Quality Assurance Staff	\$ -	0	\$ -
32		On-site Installation Manager	\$ -	0	\$ -
33		Scheduler	\$ -	0	\$ -
34		Training Manager	\$ -	0	\$ -
35			\$ -	0	\$ -
36			\$ -	0	\$ -
37			\$ -	0	\$ -
38			\$ -	0	\$ -
39			\$ -	0	\$ -
40			\$ -	0	\$ -
41			\$ -	0	\$ -
42			\$ -	0	\$ -
43			\$ -	0	\$ -
44			\$ -	0	\$ -
45			\$ -	0	\$ -
46			\$ -	0	\$ -
47			\$ -	0	\$ -
48			\$ -	0	\$ -
49			\$ -	0	\$ -
Total Labor Cost					\$ -

Use as many pages as necessary to develop the Staff Listing (please label each page with number)

Sheet 5
Transition and Succession Cost Summary

Item #	Description of Items	# Units	Units (\$)	Total Units (\$)	# Hours	Loaded Rate (\$)	Labor (\$)	Total Cost (\$)
Transition and Succession		Base Contract						
1	BOS Meetings and Communication	0	\$ -	\$ -				\$ -
2	CSC Meetings and Communication	0	\$ -	\$ -				\$ -
3	BOS Data Migration and Technical Support	0	\$ -	\$ -				\$ -
4	Data Base Administrator I				0	\$ -	\$ -	\$ -
5	Deputy Project Manager				0	\$ -	\$ -	\$ -
6	On-site Technology and Support Manager				0	\$ -	\$ -	\$ -
7	CSC Operations Manager				0	\$ -	\$ -	\$ -
8	Project Manager (Operations and Maintenance Phase)				0	\$ -	\$ -	\$ -
9	Project Principal				0	\$ -	\$ -	\$ -
10	System Administrator I				0	\$ -	\$ -	\$ -
11	Transition Manager				0	\$ -	\$ -	\$ -
12		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
13		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
14		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
15		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
16		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
Transition and Succession Cost				\$ -			\$ -	\$ -

Sheet 6
Base Contract and Optional Extensions
Additional Rate Services Cost Summary (Based on Evaluation Hours)

Item #	Description of Items	Annual Cost (\$) Sheet 6-1
BASE CONTRACT		
1	Year 1 of Operations and Maintenance	\$ -
2	Year 2 of Operations and Maintenance	\$ -
3	Year 3 of Operations and Maintenance	\$ -
4	Year 4 of Operations and Maintenance	\$ -
5	Year 5 of Operations and Maintenance	\$ -
6	Year 6 of Operations and Maintenance	\$ -
Total Base Contract Cost (Operations & Maintenance Years 1-6)		\$ -
OPTIONAL EXTENSIONS		
7	Option Term 1 - Year 7 of Operations and Maintenance	\$ -
8	Option Term 1 - Year 8 of Operations and Maintenance	\$ -
9	Option Term 1 - Year 9 of Operations and Maintenance	\$ -
Total Option Term 1 Cost (Operations & Maintenance Years 7-9)		\$ -
10	Option Term 2 - Year 10 of Operations and Maintenance	\$ -
11	Option Term 2 - Year 11 of Operations and Maintenance	\$ -
Total Option Term 2 Cost (Operations and Maintenance Years 10-11)		\$ -
Total Optional Extensions Cost (Operations and Maintenance Years 7-11)		\$ -
Total Base and Optional Extensions Cost (Operations and Maintenance Years 1-11)		\$ -

Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)

Annual Hourly Rate Escalation for Evaluation Purposes		3.00%				
		Implementation Phase	Year 1 of Operations and Maintenance	Year 1 of Operations and Maintenance	Year 2 of Operations and Maintenance	Year 2 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	2022 FULLY LOADED HOURLY RATE	Evaluation Hours	Evaluation Dollars	Evaluation Hours	Evaluation Dollars
1	Project Principal	\$ -	180	\$ -	120	\$ -
2	Project Manager (Implementation Phase)	\$ -	180	\$ -	120	\$ -
3	Project Manager (Operations and Maintenance Phase)	\$ -	180	\$ -	120	\$ -
4	Deputy Project Manager	\$ -	180	\$ -	120	\$ -
5	Quality Assurance Manager	\$ -	180	\$ -	120	\$ -
6	Software Development Manager	\$ -	180	\$ -	120	\$ -
7	Technology Manager	\$ -	180	\$ -	120	\$ -
8	Mobilization and Facility Coordination Manager	\$ -	180	\$ -	120	\$ -
9	On-site Installation Manager	\$ -	180	\$ -	120	\$ -
10	On-site Technology and Support Manager	\$ -	180	\$ -	120	\$ -
11	CSC Operations Manager	\$ -	180	\$ -	120	\$ -
12	Violations Processing Manager	\$ -	180	\$ -	120	\$ -
13	Finance Manager	\$ -	180	\$ -	120	\$ -
14	Administrative Assistant(s)	\$ -	140	\$ -	80	\$ -
15	Administrative Review Hearing Staff	\$ -	140	\$ -	80	\$ -
16	Administrative Support	\$ -	140	\$ -	80	\$ -
17	BOS Trainer	\$ -	140	\$ -	80	\$ -
18	Business Analyst	\$ -	140	\$ -	80	\$ -
19	CSC Correspondence Representative	\$ -	140	\$ -	80	\$ -
20	CSC Financial Reconciliation	\$ -	140	\$ -	80	\$ -
21	CSC Mailroom Clerk	\$ -	140	\$ -	80	\$ -
22	CSC Payment Processor	\$ -	140	\$ -	80	\$ -
23	CSC Supervisor	\$ -	140	\$ -	80	\$ -
24	CSC Tag Inventory Clerk	\$ -	140	\$ -	80	\$ -
25	CSC Trainer	\$ -	140	\$ -	80	\$ -
26	CSR I	\$ -	140	\$ -	80	\$ -
27	CSR II	\$ -	140	\$ -	80	\$ -
28	CSR III	\$ -	140	\$ -	80	\$ -
29	CSR Walk-in	\$ -	140	\$ -	80	\$ -
30	Data Analytics Specialist	\$ -	140	\$ -	80	\$ -
31	Database Administrator I	\$ -	140	\$ -	80	\$ -
32	Database Administrator II	\$ -	140	\$ -	80	\$ -
33	Database Developer I	\$ -	140	\$ -	80	\$ -
34	Database Developer II	\$ -	140	\$ -	80	\$ -
35	Documentation Specialist I	\$ -	140	\$ -	80	\$ -
36	Documentation Specialist II	\$ -	140	\$ -	80	\$ -
37	Facility Oversight and Coordination Manager	\$ -	140	\$ -	80	\$ -
38	Hardware Engineer	\$ -	140	\$ -	80	\$ -
39	Help Desk Staff I	\$ -	140	\$ -	80	\$ -
40	Help Desk Staff II	\$ -	140	\$ -	80	\$ -

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes		3.00%				
		Implementation Phase	Year 1 of Operations and Maintenance	Year 1 of Operations and Maintenance	Year 2 of Operations and Maintenance	Year 2 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	2022 FULLY LOADED HOURLY RATE	Evaluation Hours	Evaluation Dollars	Evaluation Hours	Evaluation Dollars
41	Human Resources Manager	\$ -	140	\$ -	80	\$ -
42	Image Review Quality Assurance Staff	\$ -	140	\$ -	80	\$ -
43	Network Administrator I	\$ -	140	\$ -	80	\$ -
44	Network Administrator II	\$ -	140	\$ -	80	\$ -
45	On-site Desktop Support I	\$ -	140	\$ -	80	\$ -
46	On-site Desktop Support II	\$ -	140	\$ -	80	\$ -
47	Scheduler	\$ -	140	\$ -	80	\$ -
48	Software Architect/Engineer	\$ -	140	\$ -	80	\$ -
49	Software Developer I	\$ -	140	\$ -	80	\$ -
50	Software Developer II	\$ -	140	\$ -	80	\$ -
51	Software Developer III	\$ -	140	\$ -	80	\$ -
52	Software Tester I	\$ -	140	\$ -	80	\$ -
53	Software Tester II	\$ -	140	\$ -	80	\$ -
54	System Administrator I	\$ -	140	\$ -	80	\$ -
55	System Administrator II	\$ -	140	\$ -	80	\$ -
56	System Analyst	\$ -	140	\$ -	80	\$ -
57	System Security Specialist	\$ -	140	\$ -	80	\$ -
58	Systems Architect/Engineer	\$ -	140	\$ -	80	\$ -
59	Test Manager	\$ -	140	\$ -	80	\$ -
60	Training Manager	\$ -	140	\$ -	80	\$ -
61	Transition Manager	\$ -	140	\$ -	80	\$ -
YEARLY TOTAL				\$ -		\$ -
BASE AND OPTIONAL TOTALS						

Note 1: CPI adjustments will be made to the Cost based on actual CPI change for the previous year beginning with Operations Year 1 as further described in the Price Proposal Instructions.

Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)

Annual Hourly Rate Escalation for Evaluation Purposes						
		Year 3-6 and Optional Years 7- 11 of Operations and Maintenance	Year 3 of Operations and Maintenance	Year 4 of Operations and Maintenance	Year 5 of Operations and Maintenance	Year 6 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Hours	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
1	Project Principal	90	\$ -	\$ -	\$ -	\$ -
2	Project Manager (Implementation Phase)	90	\$ -	\$ -	\$ -	\$ -
3	Project Manager (Operations and Maintenance Phase)	90	\$ -	\$ -	\$ -	\$ -
4	Deputy Project Manager	90	\$ -	\$ -	\$ -	\$ -
5	Quality Assurance Manager	90	\$ -	\$ -	\$ -	\$ -
6	Software Development Manager	90	\$ -	\$ -	\$ -	\$ -
7	Technology Manager	90	\$ -	\$ -	\$ -	\$ -
8	Mobilization and Facility Coordination Manager	90	\$ -	\$ -	\$ -	\$ -
9	On-site Installation Manager	90	\$ -	\$ -	\$ -	\$ -
10	On-site Technology and Support Manager	90	\$ -	\$ -	\$ -	\$ -
11	CSC Operations Manager	90	\$ -	\$ -	\$ -	\$ -
12	Violations Processing Manager	90	\$ -	\$ -	\$ -	\$ -
13	Finance Manager	90	\$ -	\$ -	\$ -	\$ -
14	Administrative Assistant(s)	70	\$ -	\$ -	\$ -	\$ -
15	Administrative Review Hearing Staff	70	\$ -	\$ -	\$ -	\$ -
16	Administrative Support	70	\$ -	\$ -	\$ -	\$ -
17	BOS Trainer	70	\$ -	\$ -	\$ -	\$ -
18	Business Analyst	70	\$ -	\$ -	\$ -	\$ -
19	CSC Correspondence Representative	70	\$ -	\$ -	\$ -	\$ -
20	CSC Financial Reconciliation	70	\$ -	\$ -	\$ -	\$ -
21	CSC Mailroom Clerk	70	\$ -	\$ -	\$ -	\$ -
22	CSC Payment Processor	70	\$ -	\$ -	\$ -	\$ -
23	CSC Supervisor	70	\$ -	\$ -	\$ -	\$ -
24	CSC Tag Inventory Clerk	70	\$ -	\$ -	\$ -	\$ -
25	CSC Trainer	70	\$ -	\$ -	\$ -	\$ -
26	CSR I	70	\$ -	\$ -	\$ -	\$ -
27	CSR II	70	\$ -	\$ -	\$ -	\$ -
28	CSR III	70	\$ -	\$ -	\$ -	\$ -
29	CSR Walk-in	70	\$ -	\$ -	\$ -	\$ -
30	Data Analytics Specialist	70	\$ -	\$ -	\$ -	\$ -
31	Database Administrator I	70	\$ -	\$ -	\$ -	\$ -
32	Database Administrator II	70	\$ -	\$ -	\$ -	\$ -
33	Database Developer I	70	\$ -	\$ -	\$ -	\$ -
34	Database Developer II	70	\$ -	\$ -	\$ -	\$ -
35	Documentation Specialist I	70	\$ -	\$ -	\$ -	\$ -
36	Documentation Specialist II	70	\$ -	\$ -	\$ -	\$ -
37	Facility Oversight and Coordination Manager	70	\$ -	\$ -	\$ -	\$ -
38	Hardware Engineer	70	\$ -	\$ -	\$ -	\$ -
39	Help Desk Staff I	70	\$ -	\$ -	\$ -	\$ -
40	Help Desk Staff II	70	\$ -	\$ -	\$ -	\$ -

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes						
		Year 3-6 and Optional Years 7- 11 of Operations and Maintenance	Year 3 of Operations and Maintenance	Year 4 of Operations and Maintenance	Year 5 of Operations and Maintenance	Year 6 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Hours	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
41	Human Resources Manager	70	\$ -	\$ -	\$ -	\$ -
42	Image Review Quality Assurance Staff	70	\$ -	\$ -	\$ -	\$ -
43	Network Administrator I	70	\$ -	\$ -	\$ -	\$ -
44	Network Administrator II	70	\$ -	\$ -	\$ -	\$ -
45	On-site Desktop Support I	70	\$ -	\$ -	\$ -	\$ -
46	On-site Desktop Support II	70	\$ -	\$ -	\$ -	\$ -
47	Scheduler	70	\$ -	\$ -	\$ -	\$ -
48	Software Architect/Engineer	70	\$ -	\$ -	\$ -	\$ -
49	Software Developer I	70	\$ -	\$ -	\$ -	\$ -
50	Software Developer II	70	\$ -	\$ -	\$ -	\$ -
51	Software Developer III	70	\$ -	\$ -	\$ -	\$ -
52	Software Tester I	70	\$ -	\$ -	\$ -	\$ -
53	Software Tester II	70	\$ -	\$ -	\$ -	\$ -
54	System Administrator I	70	\$ -	\$ -	\$ -	\$ -
55	System Administrator II	70	\$ -	\$ -	\$ -	\$ -
56	System Analyst	70	\$ -	\$ -	\$ -	\$ -
57	System Security Specialist	70	\$ -	\$ -	\$ -	\$ -
58	Systems Architect/Engineer	70	\$ -	\$ -	\$ -	\$ -
59	Test Manager	70	\$ -	\$ -	\$ -	\$ -
60	Training Manager	70	\$ -	\$ -	\$ -	\$ -
61	Transition Manager	70	\$ -	\$ -	\$ -	\$ -
YEARLY TOTAL			\$ -	\$ -	\$ -	\$ -
BASE AND OPTIONAL TOTALS						\$ -

Note 1: CPI adjustments will be made to the Cost based on actual CPI change for the previous Operations Year 1 as further described in the Price Proposal Instructions.

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes		OPTION TERM 1			OPTION TERM 2	
		Option Term 1 Year 7 of Operations and Maintenance	Option Term 1 Year 8 of Operations and Maintenance	Option Term 1 Year 9 of Operations and Maintenance	Option Term 2 Year 10 of Operations and Maintenance	Option Term 2 Year 11 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
1	Project Principal	\$ -	\$ -	\$ -	\$ -	\$ -
2	Project Manager (Implementation Phase)	\$ -	\$ -	\$ -	\$ -	\$ -
3	Project Manager (Operations and Maintenance Phase)	\$ -	\$ -	\$ -	\$ -	\$ -
4	Deputy Project Manager	\$ -	\$ -	\$ -	\$ -	\$ -
5	Quality Assurance Manager	\$ -	\$ -	\$ -	\$ -	\$ -
6	Software Development Manager	\$ -	\$ -	\$ -	\$ -	\$ -
7	Technology Manager	\$ -	\$ -	\$ -	\$ -	\$ -
8	Mobilization and Facility Coordination Manager	\$ -	\$ -	\$ -	\$ -	\$ -
9	On-site Installation Manager	\$ -	\$ -	\$ -	\$ -	\$ -
10	On-site Technology and Support Manager	\$ -	\$ -	\$ -	\$ -	\$ -
11	CSC Operations Manager	\$ -	\$ -	\$ -	\$ -	\$ -
12	Violations Processing Manager	\$ -	\$ -	\$ -	\$ -	\$ -
13	Finance Manager	\$ -	\$ -	\$ -	\$ -	\$ -
14	Administrative Assistant(s)	\$ -	\$ -	\$ -	\$ -	\$ -
15	Administrative Review Hearing Staff	\$ -	\$ -	\$ -	\$ -	\$ -
16	Administrative Support	\$ -	\$ -	\$ -	\$ -	\$ -
17	BOS Trainer	\$ -	\$ -	\$ -	\$ -	\$ -
18	Business Analyst	\$ -	\$ -	\$ -	\$ -	\$ -
19	CSC Correspondence Representative	\$ -	\$ -	\$ -	\$ -	\$ -
20	CSC Financial Reconciliation	\$ -	\$ -	\$ -	\$ -	\$ -
21	CSC Mailroom Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
22	CSC Payment Processor	\$ -	\$ -	\$ -	\$ -	\$ -
23	CSC Supervisor	\$ -	\$ -	\$ -	\$ -	\$ -
24	CSC Tag Inventory Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
25	CSC Trainer	\$ -	\$ -	\$ -	\$ -	\$ -
26	CSR I	\$ -	\$ -	\$ -	\$ -	\$ -
27	CSR II	\$ -	\$ -	\$ -	\$ -	\$ -
28	CSR III	\$ -	\$ -	\$ -	\$ -	\$ -
29	CSR Walk-in	\$ -	\$ -	\$ -	\$ -	\$ -
30	Data Analytics Specialist	\$ -	\$ -	\$ -	\$ -	\$ -
31	Database Administrator I	\$ -	\$ -	\$ -	\$ -	\$ -
32	Database Administrator II	\$ -	\$ -	\$ -	\$ -	\$ -
33	Database Developer I	\$ -	\$ -	\$ -	\$ -	\$ -
34	Database Developer II	\$ -	\$ -	\$ -	\$ -	\$ -
35	Documentation Specialist I	\$ -	\$ -	\$ -	\$ -	\$ -
36	Documentation Specialist II	\$ -	\$ -	\$ -	\$ -	\$ -
37	Facility Oversight and Coordination Manager	\$ -	\$ -	\$ -	\$ -	\$ -
38	Hardware Engineer	\$ -	\$ -	\$ -	\$ -	\$ -
39	Help Desk Staff I	\$ -	\$ -	\$ -	\$ -	\$ -
40	Help Desk Staff II	\$ -	\$ -	\$ -	\$ -	\$ -

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes		OPTION TERM 1			OPTION TERM 2	
		Option Term 1 Year 7 of Operations and Maintenance	Option Term 1 Year 8 of Operations and Maintenance	Option Term 1 Year 9 of Operations and Maintenance	Option Term 2 Year 10 of Operations and Maintenance	Option Term 2 Year 11 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
41	Human Resources Manager	\$ -	\$ -	\$ -	\$ -	\$ -
42	Image Review Quality Assurance Staff	\$ -	\$ -	\$ -	\$ -	\$ -
43	Network Administrator I	\$ -	\$ -	\$ -	\$ -	\$ -
44	Network Administrator II	\$ -	\$ -	\$ -	\$ -	\$ -
45	On-site Desktop Support I	\$ -	\$ -	\$ -	\$ -	\$ -
46	On-site Desktop Support II	\$ -	\$ -	\$ -	\$ -	\$ -
47	Scheduler	\$ -	\$ -	\$ -	\$ -	\$ -
48	Software Architect/Engineer	\$ -	\$ -	\$ -	\$ -	\$ -
49	Software Developer I	\$ -	\$ -	\$ -	\$ -	\$ -
50	Software Developer II	\$ -	\$ -	\$ -	\$ -	\$ -
51	Software Developer III	\$ -	\$ -	\$ -	\$ -	\$ -
52	Software Tester I	\$ -	\$ -	\$ -	\$ -	\$ -
53	Software Tester II	\$ -	\$ -	\$ -	\$ -	\$ -
54	System Administrator I	\$ -	\$ -	\$ -	\$ -	\$ -
55	System Administrator II	\$ -	\$ -	\$ -	\$ -	\$ -
56	System Analyst	\$ -	\$ -	\$ -	\$ -	\$ -
57	System Security Specialist	\$ -	\$ -	\$ -	\$ -	\$ -
58	Systems Architect/Engineer	\$ -	\$ -	\$ -	\$ -	\$ -
59	Test Manager	\$ -	\$ -	\$ -	\$ -	\$ -
60	Training Manager	\$ -	\$ -	\$ -	\$ -	\$ -
61	Transition Manager	\$ -	\$ -	\$ -	\$ -	\$ -
YEARLY TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -
BASE AND OPTIONAL TOTALS				\$ -		\$ -

Note 1: CPI adjustments will be made to the Cost based on actual CPI change for the previous Operations Year 1 as further described in the Price Proposal Instructions.

Sheet 7

**Base Contract and Optional Extensions
Estimated Pass-Through Cost Summary**

Item #	Description of Items	Total Annual Cost (\$)
BASE CONTRACT		
1	Year 1 of Operations	\$ 3,609,466
2	Year 2 of Operations	\$ 4,558,790
3	Year 3 of Operations	\$ 5,549,609
4	Year 4 of Operations	\$ 4,963,893
5	Year 5 of Operations	\$ 4,684,223
6	Year 6 of Operations	\$ 5,000,465
Total Base Contract Cost (Operation Years 1-6)		\$ 28,366,446
OPTIONAL EXTENSIONS		
7	Option Term 1 - Year 7 of Operations	\$ 4,687,976
8	Option Term 1 - Year 8 of Operations	\$ 4,806,364
9	Option Term 1 - Year 9 of Operations	\$ 4,985,574
Total Option Term 1 Cost (Operation Years 7-9)		\$ 14,479,915
10	Option Term 2 - Year 10 of Operations	\$ 5,172,000
11	Option Term 2 - Year 11 of Operations	\$ 5,365,483
Total Option Term 2 Cost (Operation Years 10-11)		\$ 10,537,483
Total Optional Extensions Cost (Operation Years 7-11)		\$ 25,017,398
Total Base and Optional Extensions Cost (Operation Years 1-11)		\$ 53,383,844

Sheet 8
Milestone Payment Schedule

A. Payments for System Costs (Excluding Hardware, Equipment and Off-the-Shelf Software)				
Payment Number	Payment Milestone	% Paid	Cum % Paid	\$ -
A-1	Notice to Proceed (Mobilization)	5.00%	5.00%	\$ -
A-2	Baseline Project Management Plan, Baseline Implementation Schedule, Software Development Plan and Quality Assurance Plan Approved	4.00%	9.00%	\$ -
A-3	I-405 CSC and WIC Facility Design Inputs	2.00%	11.00%	\$ -
A-4	Requirements Traceability Matrix Approved	3.00%	14.00%	\$ -
A-5	Business Rules Approved	3.00%	17.00%	\$ -
A-6	System Detailed Design Document Approved	8.00%	25.00%	\$ -
A-7	Approval of all Remaining BOS Design, Installation, End of Agreement Transition, Training, Disaster Recovery, Business Continuity, Maintenance Plans	5.00%	30.00%	\$ -
A-8	CSC Operations and Facility Mobilization Plan, Staffing and Human Resources Plan, Reporting and Reconciliation Plan and SOPs Approved	4.00%	34.00%	\$ -
A-9	Master Test Plan Approved	4.00%	38.00%	\$ -
A-10	All Manuals and Third-Party Documentation	2.00%	40.00%	\$ -
A-11	Software Walkthrough and Update of RTM Approved	4.00%	44.00%	\$ -
A-12	Unit Testing Approved	4.00%	48.00%	\$ -
A-13	System Integration Testing Approved	4.00%	52.00%	\$ -
A-14	User Acceptance Testing Approved	5.00%	57.00%	\$ -
A-15	Approval of all Training Plans Materials and Manuals	3.00%	60.00%	\$ -
A-16	Training Completed	3.00%	63.00%	\$ -
A-17	Achieve Commencement or Ramp-up/Customer Services	3.00%	66.00%	\$ -
A-18	On-site Installation and Commissioning Testing (includes updated SDDD, traceability matrix and business rules documents), and Go-Live Testing Approved	5.00%	71.00%	\$ -
A-19	Acceptance of Operational Readiness Demonstration	4.00%	75.00%	\$ -
A-20	Go-Live	10.00%	85.00%	\$ -
A-21	Operational and Acceptance Testing Approved	10.00%	95.00%	\$ -
A-22	BOS Acceptance	5.00%	100.00%	\$ -

B. Payments for Hardware, Equipment and Off-the-Shelf Software				
Payment Number	Payment Milestone	% Paid	Cum.% Paid	\$ -
B-1	Ordering Approved by Authority and Verified	10.00%	10.00%	\$ -
B-2	Verified Received	45.00%	55.00%	\$ -
B-3	Verified Installed in Final Configuration and Location	45.00%	100.00%	\$ -

PRICE PROPOSAL

REQUEST FOR PROPOSALS (RFP) 0-2352

PLEASE REFER TO THE ATTACHED PRICING SHEETS AND INSTRUCTIONS FOR GUIDANCE ON COMPLETING THE PRICING SHEETS.

THE ACKNOWLEDGMENT BELOW MUST BE SIGNED AND SUBMITTED WITH BOTH THE TECHNICAL AND PRICE PROPOSALS.

-
1. I acknowledge receipt of RFP No. 0-2352 and Addenda No.(s) _____
 2. This offer shall remain firm for _____ days from the date of Proposal
(Minimum 210)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT E: PROPOSED AGREEMENT

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PROPOSED AGREEMENT NO. C-0-2352

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective as of this _____ day of _____, 2021 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public entity (hereinafter referred to as "AUTHORITY"), _____, _____, _____ (hereinafter referred to as "CONTRACTOR") each individually known as "Party" and collectively known as the "Parties".

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONTRACTOR to design, implement, install and maintain a Back Office System (BOS) and to operate a Customer Service Center (CSC) for the planned 405 Express Lanes (the "Project"); and

WHEREAS, the Work necessary to implement the Project cannot be performed by the regular employees of AUTHORITY; and

WHEREAS, CONTRACTOR has represented that it has the requisite personnel and experience, and is capable of performing the Work; and

WHEREAS, CONTRACTOR wishes to perform the Work; and

WHEREAS, AUTHORITY has entered into a cooperative agreement with the State of California, acting by and through its Department of Transportation ("Caltrans"), AUTHORITY AGREEMENT No. C-4-1847, for, among other things, the development of a new tolled express facility on Interstate 405 generally between State Route 73 and Interstate 605 ("405 Express Lanes "); and

WHEREAS, pursuant to Streets and Highways Code § 143, AUTHORITY has entered into a Toll Operating Agreement with Caltrans wherein AUTHORITY will, among other things, lease the 405 Express /

1 Lanes for a term of 40 years and operate and maintain a toll collection system on the 405 Express Lanes;
2 and

3 **WHEREAS**, AUTHORITY has entered into a contract with OC 405 Partners, Joint Venture
4 ("Design-Build Contractor"), to design and construct the 405 Express Lanes pursuant to AUTHORITY
5 Contract No. C-5-3843 (the "Design-Build Contract"); and

6 **WHEREAS**, AUTHORITY has entered into a contract with Kapsch TrafficCom USA, Inc. for the
7 405 Express Lanes Electronic Toll Collection System; and

8 **WHEREAS**, AUTHORITY will enter into a procurement for a roadside service contractor for the
9 I-405; and

10 **WHEREAS**, The Parties intend for this AGREEMENT to be a comprehensive agreement
11 obligating CONTRACTOR to perform all Work, as more particularly described in the AGREEMENT and
12 all attached documents; and

13 **WHEREAS**, the AUTHORITY's Board of Directors authorized this AGREEMENT on_____.

14 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and
15 CONTRACTOR as follows:

16 **ARTICLE 1. COMPONENTS OF AGREEMENT/INTERPRETATION**

17 A. AGREEMENT: This AGREEMENT, including all attached documents, as defined in the
18 attached Exhibit A, entitled "Acronyms & Definitions", constitutes the complete and exclusive statement
19 of the terms and conditions of the agreement between AUTHORITY and CONTRACTOR for the Work
20 and supersedes all prior representations, understandings and communications. The invalidity in whole
21 or in part of any term or condition of this AGREEMENT shall not affect the validity of other terms or
22 conditions. Terms capitalized herein shall, unless otherwise defined herein, have the same meaning as
23 set forth in Exhibit A. Where this AGREEMENT uses the term "including" it shall mean including but not
24 limited to, unless otherwise specifically indicated.

25 B. AGREEMENT Interpretation: This AGREEMENT and each of the attached documents
26 are an essential part of the Parties' agreement and should be interpreted in a manner which harmonizes

their provisions. However, if an actual conflict exists, the following descending order of precedence shall apply:

1. AGREEMENT amendments adopted in accordance with this AGREEMENT;
2. This AGREEMENT, including Exhibit A attached hereto;
3. Exhibits B-F attached hereto;
4. RFP 0-2352, which is incorporated herein by reference;
5. The CONTRACTOR Proposal dated XXX yy, 2020 which is incorporated herein by reference; and
6. Other documents incorporated by reference under this AGREEMENT.

C. In the case of conflict, and notwithstanding the order of precedence, the most stringent requirement as determined by the AUTHORITY shall govern, unless otherwise agreed-to in writing by the AUTHORITY.

D. Performance by Parties: A Party's failure to insist in any one or more instances upon the other Party's performance of any terms or conditions of this AGREEMENT shall not be construed as a waiver or relinquishment of that Party's right to such performance by the defaulting Party or to future performance of such terms or conditions and that Party's obligation in respect thereto shall continue in full force and effect. This AGREEMENT may be amended or modified only by mutual written agreement of the Parties.

E. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by AUTHORITY.

ARTICLE 2. AUTHORIZED DESIGNEES

A. The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and exercise any of the rights of AUTHORITY as set forth in this AGREEMENT.

B. In its letter of transmittal accompanying CONTRACTOR's Proposal, the CONTRACTOR designated [name] _____ as an officer of the CONTRACTOR, who
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shall be authorized to sign this AGREEMENT and any amendments to this AGREEMENT and to speak for and make commitments on behalf of the CONTRACTOR.

ARTICLE 3. SCOPE OF WORK AND REQUIREMENTS

A. CONTRACTOR shall perform the Work in accordance with the attached Exhibit B, entitled "Scope of Work and Requirements", in a manner satisfactory to AUTHORITY.

B. In performing this AGREEMENT, CONTRACTOR shall be responsible for developing, operating, and maintaining a BOS that handles the funds of others, documents, and processes financial transactions, and maintains the integrity of customer personal information and financial records. With respect to its obligations under this paragraph B, the CONTRACTOR shall have a fiduciary duty to AUTHORITY, its customers, and to the users of the BOS. The CONTRACTOR shall exercise its responsibilities prudently and shall institute all appropriate mechanisms for the custody and administration of funds and records.

C. CONTRACTOR shall provide all resources, personnel, Equipment, Software and supplies necessary to perform the Work. The CONTRACTOR shall provide the Work in a competent and professional manner, in conformance with the highest industry standards, to the satisfaction of AUTHORITY. AUTHORITY shall be entitled to full and prompt cooperation by CONTRACTOR in all aspects of the Work. The AUTHORITY shall have the right to inspect the performance of such Work at any time, and CONTRACTOR shall fully and promptly cooperate with the AUTHORITY in the execution of such inspections.

ARTICLE 4. CONTRACTOR'S PERSONNEL

A. Non-Key Personnel:

1. CONTRACTOR agrees that it will at all times employ, maintain and assign a sufficient number of competent and qualified professionals and other personnel to perform the Work in a timely manner.

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2. CONTRACTOR warrants and represents that its staff personnel and Subcontractors have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses necessary to perform the Work in a competent and professional manner.

B. At the request of AUTHORITY, in its sole discretion, CONTRACTOR shall promptly remove from assignment to the performance of Work pursuant to this AGREEMENT any employee, Subcontractor, or any other person performing Work hereunder. AUTHORITY's request to remove an employee or Subcontractor shall have no bearing on CONTRACTOR's decision to retain the employee or Subcontractor for work outside of this AGREEMENT. AUTHORITY shall bear no responsibility for any such decision by CONTRACTOR.

C. Key Team Personnel:

1. CONTRACTOR's Project Manager identified in the Proposal is a "Key Team Personnel" and shall act as the primary point of contact in all matters on behalf of CONTRACTOR. The Project Manager shall assign other individuals as contacts with regard to specific functional areas of the Work, subject to the Approval of the AUTHORITY.

2. CONTRACTOR shall provide the personnel listed below, which are hereby designated as Key Team Personnel under this AGREEMENT:

Name	Function

3. Exhibit B, Scope of Work and Requirements, identifies certain other job categories as Key Team Personnel for the AGREEMENT. CONTRACTOR identified Key Team Personnel assigned to this Project in its Proposal, who shall be Approved as part of the Project Management Plan. CONTRACTOR acknowledges that the award of this AGREEMENT to CONTRACTOR was based in significant part on the qualifications of such Key Team Personnel and CONTRACTOR's representation that they will be made available to perform the Work to completion, which availability is a material term of

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1 this AGREEMENT. Key Team Personnel shall be required to work in the position indicated in the
2 Proposal and in the Approved Project Management Plan.

3 4. No Key Team Personnel shall be removed or replaced by CONTRACTOR, or
4 have any change in function or any significant reduction in the level of commitment, without the prior
5 written consent of AUTHORITY. Should AUTHORITY determine during the Term of the AGREEMENT
6 that the list of Key Team Personnel does not include personnel essential to the successful performance
7 of the Work, the AUTHORITY may require the CONTRACTOR to add any existing job category/function
8 to such list.

9 5. If AUTHORITY becomes dissatisfied with the performance of any person
10 designated as Key Team Personnel, AUTHORITY shall notify CONTRACTOR in writing. Within fourteen
11 (14) Business Days of receipt of such Notice, the CONTRACTOR shall either propose a replacement
12 person for evaluation and Approval by AUTHORITY or present to AUTHORITY a thirty (30) Calendar
13 Day plan for correcting the incumbent's performance deficiencies. If AUTHORITY rejects the
14 replacement person for evaluation, then CONTRACTOR shall propose another replacement person
15 within fourteen (14) Business Days, which process shall be followed until CONTRACTOR proposes a
16 replacement person acceptable to AUTHORITY. If AUTHORITY rejects the plan of correction, or
17 Approves the plan of correction, but the incumbent's performance deficiencies are not corrected to
18 AUTHORITY's satisfaction within thirty (30) Calendar Days of AUTHORITY's Approval of the correction
19 plan, then the CONTRACTOR shall, propose to AUTHORITY a replacement person for evaluation and
20 Approval by AUTHORITY within the time and manner set forth above.

21 6. Should the services of any Key Team Personnel become no longer available to
22 CONTRACTOR, CONTRACTOR shall, within one (1) Business Day from the day CONTRACTOR
23 becomes aware that the Key Team Personnel is or will no longer be available, provide Notice to
24 AUTHORITY. The resume and qualifications of the proposed replacement shall be submitted to
25 AUTHORITY for Approval as soon as possible, but in no event later than fourteen (14) Business Days
26 after CONTRACTOR becomes aware that the Key Team Personnel is or will not be available.

AUTHORITY will respond to CONTRACTOR within seven (7) Business Days following receipt of these qualifications concerning Approval of the replacement. As used in this paragraph, "no longer available to CONTRACTOR" means that the Key Team Personnel is no longer employed by CONTRACTOR or is otherwise physically unable to perform as required by this AGREEMENT for reasons such as health, for a period of more than thirty (30) Calendar Days. In the event a Key Team Personnel member was rendered physically unable to perform, but later is physically able to perform, CONTRACTOR shall notify AUTHORITY and may return such Key Team Personnel to his or her position, subject to the AUTHORITY's reasonable Approval. CONTRACTOR inability to provide a suitable replacement for a period of more than thirty (30) Calendar Days whatever the reason, shall trigger the liquidated damages for Unavailability set forth in Article 18.C.2 or 18.C.3, depending upon the position.

7. Reassignment by CONTRACTOR of a Key Team Personnel member without the express Approval of AUTHORITY will automatically trigger liquidated damages for Unavailability set forth in Article 18.C. 2 or 18.C.3, depending upon the position.

ARTICLE 5. TERM OF AGREEMENT

A. Initial Term: This AGREEMENT shall commence upon the Effective Date, and shall continue in full force and effect for a period of up to eight (8) years through _____ ("Initial Term"), unless earlier terminated or extended as provided in this AGREEMENT. The Initial Term is composed of an Implementation Phase, and an Operations and Maintenance (O&M) Phase, beginning at Go-Live, of six (6) years.

B. Extensions: AUTHORITY, at its sole discretion, may elect to extend the Initial Term of this AGREEMENT up to an additional thirty-six months (36) months or any portion thereof ("Option Term 1"), and thereupon require CONTRACTOR to provide the Work and otherwise perform in accordance with the Scope of Work and Requirements, and at the rates set forth in Exhibit D, entitled "CONTRACTOR Price Proposal." AUTHORITY, at its sole discretion, may elect to extend the Initial Term, as extended by Option Term 1, up to an additional twenty-four (24) months or any portion thereof ("Option Term 2"), and thereupon require CONTRACTOR to continue to provide Work and otherwise perform in accordance with

the Scope of Work and Requirements and at the rates set forth in Exhibit D, CONTRACTOR Price Proposal. The Initial Term and any extensions thereof shall be referred to as "Term" in this AGREEMENT.

C. Extensions Not Constituting Waiver: AUTHORITY's election to extend the Initial Term under Option Term 1 and/or Option Term 2, shall not diminish its right to terminate the AGREEMENT for AUTHORITY's convenience or CONTRACTOR's default as provided elsewhere in this AGREEMENT. The maximum Term of this AGREEMENT shall be thirteen (13) years from the Effective Date.

ARTICLE 6. TIME AND SCHEDULE/COMPLETION DATES

A. Schedule and Submittals:

1. CONTRACTOR's Submittal requirements and Submittal schedule shall be as set out in CONTRACTOR's Approved Project Management Plan and CONTRACTOR's Approved Baseline Implementation Schedule, in accordance with the Scope of Work and Requirements.

2. AUTHORITY's written Approval will be required for Submittals.

3. Within fifteen (15) Calendar Days from the Effective Date CONTRACTOR shall submit a Baseline Implementation Schedule in a format acceptable to AUTHORITY for AUTHORITY's review and Approval. The Preliminary Implementation Schedule at the time of the execution of the AGREEMENT, included as Exhibit C, shall be the basis for the development of CONTRACTOR's submitted Baseline Implementation Schedule. The Baseline Implementation Schedule shall propose dates by which CONTRACTOR will (a) submit required permits, documents, applications, and design; and (b) develop; deliver; install; test, and implement the required BOS, including all necessary documents, Submittals, and Deliverables in support thereof. Sufficient information shall be shown on the Baseline Implementation Schedule to enable proper control and monitoring of the tasks and subtasks in the Scope of Work and Requirements.

4. Upon completion of the Baseline Implementation Schedule by the CONTRACTOR to the satisfaction of AUTHORITY, the AUTHORITY will Approve the schedule, and it

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1 will thereafter be deemed the Approved Baseline Implementation Schedule and will constitute the
2 schedule for the submittals set forth in paragraph 5 of this Article 6.

3 5. Progress of Work shall be measured against the Approved Baseline
4 Implementation Schedule and submitted to AUTHORITY monthly until the Project Implementation Phase
5 has been completed. Submission of monthly progress updates to the schedule shall not release or relieve
6 CONTRACTOR from full responsibility for completing the Work within the time set forth in the Approved
7 Baseline Implementation Schedule.

8 6. CONTRACTOR shall furnish sufficient resources to ensure the performance of
9 the Work in accordance with the Approved Baseline Implementation Schedule. If CONTRACTOR falls
10 behind in the performance of the Work as indicated in the Approved Baseline Implementation Schedule,
11 CONTRACTOR shall take such steps as may be necessary to improve its progress to ensure its
12 performance in accordance with the Approved Baseline Implementation Schedule. CONTRACTOR shall
13 manage the risks to the Approved Baseline Implementation Schedule to avoid any potential delays or
14 make every effort to work around any potential delays and mitigate the impact of delay.

15 7. CONTRACTOR shall be responsible for all delays in the Approved Baseline
16 Implementation Schedule, except delays in Approvals caused by Force Majeure events. However,
17 nothing in this section relieves CONTRACTOR of its responsibility to provide complete and accurate
18 Submittals and Deliverables that meet the requirements of the Scope of Work and Requirements.
19 Submittals rejected by AUTHORITY due to the CONTRACTOR's failure to meet the requirements of the
20 Submittal or Deliverable or to address the previous comments provided by AUTHORITY are not Force
21 Majeure events or otherwise excused events and CONTRACTOR shall be held responsible for all
22 associated delays.

23 8. If comments forms are established in the Project Management Plan to be used for
24 the resolution of questions and issues on a Submittal, the Submittal shall not be considered Approved
25 until all written comments are addressed to the satisfaction of the AUTHORITY. Such lack of Approval
26 shall be considered a rejection until such time as the comments are fully resolved.

B. Guaranteed Completion Dates:

In executing this AGREEMENT CONTRACTOR is guaranteeing that the BOS will be fully operational by the following specified dates, "Guaranteed Completion Dates", subject to any extensions thereof Approved by AUTHORITY in accordance with this AGREEMENT:

1. The BOS shall have achieved Commencement of Ramp-up/Customer Services as determined by AUTHORITY, within thirty (30) Calendar Days of Notice to Proceed for Ramp-up/Customer Services, with such Notice to Proceed not provided by AUTHORITY earlier than five hundred sixty-four (564) Calendar Days from the Effective Date.

2. The 405 Express Lanes BOS shall have achieved Readiness for Go-Live as determined by AUTHORITY, within six hundred eighty-four (684) Calendar Days from the Effective Date.

3. In addition to all other rights and remedies available to AUTHORITY, if CONTRACTOR fails to meet a Guaranteed Completion Date, as such Guaranteed Completion Date may be extended pursuant to this AGREEMENT, the CONTRACTOR shall be subject to liquidated damages as specified in Article 18, Liquidated Damages.

C. Delays:

1. If at any time CONTRACTOR fails to complete any activity by the completion date in the Approved Baseline Implementation Schedule, unless previously excused by AUTHORITY in writing, CONTRACTOR will be required, within seven (7) Calendar Days of AUTHORITY's request, to submit to AUTHORITY a statement as to how it plans to return to compliance, including a recovery schedule if directed by AUTHORITY.

2. If CONTRACTOR fails or refuses to implement measures sufficient to bring its Work back into conformity with the Approved Baseline Implementation Schedule, it shall be considered an Event of Default and AUTHORITY may exercise all rights provided herein therefor, including permitting CONTRACTOR to proceed under specified conditions required by AUTHORITY.

3. No AUTHORITY review or Approval of a schedule submitted by CONTRACTOR shall release or relieve CONTRACTOR from full responsibility for the accurate, complete and timely

performance of the Work, including the accuracy and completeness of the schedules, or any other duty, obligation or liability imposed on it by this AGREEMENT. AUTHORITY's Approval of a schedule shall not constitute a representation by AUTHORITY that CONTRACTOR will be able to proceed or complete the Work in accordance with the dates contained in said schedule.

ARTICLE 7. START AND PHASES OF WORK

A. Implementation Phase: The Implementation Phase shall commence upon the Effective Date and shall continue until Final Acceptance. CONTRACTOR shall not begin performing Work until the Effective Date and shall not be entitled to any compensation for any Work performed or costs incurred prior to the Effective Date.

B. Conditions precedent to AUTHORITY executing the AGREEMENT are CONTRACTOR furnishing the Form I, Performance Bond, Form J, Payment Bond, and applicable certificates of insurance and endorsements thereof as required by this AGREEMENT. CONTRACTOR shall furnish said documents within ten (10) Business Days after notification of award of this AGREEMENT from AUTHORITY.

C. O&M Phase: The O&M Phase shall commence upon achieving commencement of Ramp-up/Customer Services and shall continue through the end of the Term.

ARTICLE 8. PAYMENT

A. Payment of AUTHORITY Maximum Obligation: AUTHORITY shall pay to CONTRACTOR up to its Maximum Obligation amount, for CONTRACTOR's full and complete performance of its obligations under this AGREEMENT on a fixed and variable unit price basis in accordance with the following provisions set forth in paragraphs B through M of this Article 8.

B. Payments for Implementation Phase: Payments to CONTRACTOR for the Implementation Phase will be in the amounts and percentages as indicated in the CONTRACTOR Price Proposal, and Exhibit E, Milestone Payment Schedule. Payments for BOS design, development, integration and testing, installation and other Deliverables will be made using fixed prices for completed

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and Approved Deliverables as provided in the Milestone Payment Schedule and the CONTRACTOR Price Proposal.

C. Payments for Maintenance: Payments for Maintenance will be made on a monthly basis, based on variable unit prices in accordance with the CONTRACTOR Price Proposal. Adjustments to these payments may be made for CONTRACTOR performance which falls below required Performance Measures as further set forth in the Scope of Work and Requirements.

D. Payments for Operations: Payments for Operations will be made on a monthly basis, , based on variable unit prices and Approved pass-through costs, in accordance with the CONTRACTOR Price Proposal. Adjustments to these payments (excluding pass-through costs) may be made for CONTRACTOR performance which falls below required Performance Measures as further set forth in the Scope of Work and Requirements.

E. Full and Complete Compensation: All Work performed by CONTRACTOR in meeting the requirements of the AGREEMENT shall be paid under one of the above payment methods, which shall constitute full compensation for the Work, including but not limited to: (a) the cost of all insurance and bond premiums, home office, job site and other overhead, and profit relating to CONTRACTOR's performance of the Work; (b) the cost of performance of each and every portion of the Work (including all costs of all Work provided by Subcontractor(s) and third-party licenses and Software; (c) the cost of obtaining all governmental approvals; (d) all costs of compliance with and maintenance of such governmental approvals; (e) all risk of inflation, unless otherwise noted, currency risk, interest and other costs of funds associated with the payment terms for the Work as provided herein; and (f) payment of any taxes, duties, permits and other fees and/or royalties imposed with respect to the Work and any Equipment, materials or labor included therein.

F. Schedule of Fixed Payment for Implementation: The following schedule shall establish the firm fixed payment to CONTRACTOR by AUTHORITY for the Implementation Phase set forth in the Scope of Work and Requirements:

TYPE OF PAYMENT	PAYMENT AMOUNT (\$)
Fixed Price	\$0.00
Total Implementation Phase	\$0.00

G. Schedule of variable price and pass-through payment for O&M: The following schedule shall establish the basis for payment to CONTRACTOR by AUTHORITY for the O&M Phase set forth in the Scope of Work and Requirements. The schedule also shows the Maximum Obligation of AUTHORITY for the combined Implementation and Operation and Maintenance Phases, established in Article 9, Maximum Obligation.

TYPE OF PAYMENT	PAYMENT AMOUNT (\$)
Variable Costs Based on Unit Prices	\$0.00
Pass through Costs	\$0.00
Total O&M Phase	\$0.00
MAXIMUM OBLIGATION FOR IMPLEMENTATION AND O&M PHASES	\$0.00

H. During the Implementation Phase: CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the Work actually completed by CONTRACTOR and Approved by AUTHORITY and in accordance with the payment methods as set forth in paragraph B of this Article 8.

I. Invoice requirements following commencement of Ramp-up/Customer Service and Go-Live: CONTRACTOR shall invoice AUTHORITY in accordance with the payment methods as set forth in paragraphs C and D of this Article 8. Such payments shall be monthly in arrears, beginning one month after commencement of Ramp-up/Customer Services.

J. Deliverables completed and Approved by AUTHORITY and Work performed shall be documented in a monthly progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. At its sole discretion, AUTHORITY may decline to make full

1 payment for any Deliverable or Work performed until such time as CONTRACTOR has documented to
2 AUTHORITY's satisfaction, that CONTRACTOR has completed all Work required under the invoice.
3 AUTHORITY's payment in full for any task or Deliverable completed shall not constitute AUTHORITY's
4 Final Acceptance of CONTRACTOR's Work under such invoice.

5 K. Retention: As partial security against CONTRACTOR's failure to satisfactorily fulfill all of
6 its obligations under this AGREEMENT, AUTHORITY shall retain ten percent (10%) of the amount of
7 each Implementation Phase invoice submitted for payment by CONTRACTOR. During the Term at its
8 sole discretion, AUTHORITY reserves the right to release all or a portion of the retained amount based
9 on CONTRACTOR's satisfactory completion of certain milestones. CONTRACTOR shall invoice
10 AUTHORITY for the release of the retention in its final Implementation Phase invoice following
11 Implementation Phase Final Acceptance in accordance with Article 23. All retained funds will be released
12 by AUTHORITY and will be paid to CONTRACTOR within sixty (60) Calendar Days of payment of final
13 Implementation Phase invoice, unless AUTHORITY elects to audit CONTRACTOR's records in
14 accordance with Article 44, Audit and Inspection of Records. If AUTHORITY elects to audit, retained
15 funds will be paid to CONTRACTOR within thirty (30) Calendar Days of completion of such audit in an
16 amount reflecting any adjustment required by such audit.

17 L. Submission of Invoices: Invoices shall be submitted by CONTRACTOR in duplicate to
18 AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices electronically to
19 AUTHORITY's Accounts Payable at vendorinvoices@octa.net. Each invoice shall be accompanied by
20 the monthly progress report specified in paragraph J of this Article, and the Scope of Work and
21 Requirements. AUTHORITY shall remit payment within thirty (30) Calendar Days of the receipt and
22 Approval of each invoice. Each invoice shall include the following information:

- 23 1. AGREEMENT No. C-X-XXXX;
- 24 2. The specific phase number for which payment is being requested;
- 25 3. BOS generated reports to validate quantities for the unit priced items, where
26 applicable;

1 4. AUTHORITY Project Manager's Approval of the payment request;

2 5. Identification of the relevant line item price in the CONTRACTOR Price Proposal,
3 and if milestone payment, identification of the milestone name, number, and amount in the Payment
4 Schedule;

5 6. The time period covered by the invoice;

6 7. Total monthly invoice (including Project-to-date, cumulative invoice amount) and
7 retention for the time period covered by the invoice and cumulative retention held, if applicable;

8 8. Monthly Progress Report and Approved Baseline Implementation Schedule
9 during Implementation Phase or, Monthly Operations Report during the O&M Phase;

10 9. Weekly certified payroll for personnel subject to prevailing wage requirements, if
11 applicable;

12 10. Certification signed by the CONTRACTOR that a) The invoice is a true, complete
13 and correct statement of reimbursable costs and progress; b) The backup information included with the
14 invoice is true, complete and correct in all material respects; c) All payments due and owing to
15 Subcontractors and Suppliers have been made; d) Timely payments will be made to Subcontractors and
16 Suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not
17 include any amount which CONTRACTOR intends to withhold or retain from a Subcontractor or Supplier
18 unless so identified on the invoice; and

19 11. Any other information as agreed or requested by AUTHORITY to substantiate the
20 validity of an invoice.

21 M. Failure to comply with AUTHORITY's direction: CONTRACTOR shall not be entitled to
22 have any invoices processed or to have any payment made for Work performed if it has failed to comply
23 with any lawful or proper direction from AUTHORITY concerning the Work, following receipt of Notice
24 from AUTHORITY that the CONTRACTOR has failed to comply and that the AUTHORITY will exercise
25 its right to withhold payment of invoices within five (5) Business Days of the date of such Notice, unless
26 and until such time as compliance is achieved.

ARTICLE 9. MAXIMUM OBLIGATION

Notwithstanding any provisions of this AGREEMENT to the contrary, AUTHORITY and CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONTRACTOR's profit) for all Work during the Initial Term shall be _____ Dollars (\$____.00) (the "Maximum Obligation"). This is based on fixed and variable price components and includes, but is not limited to, all amounts payable by AUTHORITY to CONTRACTOR for its subcontracts, leases, pass-throughs, materials and costs arising from, or due to termination of, this AGREEMENT and as further set forth in Article 8, Payment.

ARTICLE 10. PROMPT PAYMENT CLAUSE

A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted contracts to facilitate timely payment to all Subcontractors in accordance with regulatory mandates. Pursuant to 49 CFR Part 26.29, AUTHORITY will include the following clause in each U.S. DOT-assisted contract:

B. "CONTRACTOR agrees to pay each Subcontractor under this AGREEMENT for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment CONTRACTOR receives from AUTHORITY. CONTRACTOR agrees further to return retainage payments to each Subcontractor within thirty (30) days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the AGREEMENT Work by AUTHORITY. Any delay or postponement of payment from the above referenced time frame may take place only for good cause and with AUTHORITY's prior Approval." CONTRACTOR shall incorporate this clause verbatim, set forth above, in all subcontract, broker, dealer, vendor, supplier, purchase order or other source agreements issued to both DBE and non-DBE firms.

C. Any violation of the provisions listed above shall subject the violating CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONTRACTOR or Subcontractor in the event

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of a dispute involving late payment or nonpayment by CONTRACTOR; deficient Subcontractor performance and/or noncompliance by a Subcontractor.

D. Failure to comply with this provision without prior Approval from AUTHORITY will constitute noncompliance, which may result in the application of appropriate administrative sanctions, including, but not limited to, a penalty of two percent (2%) of the invoice amount due per month, for every month that full payment is not made.

ARTICLE 11. NOTICES

All Notices hereunder and communications regarding the interpretation of the terms of this AGREEMENT, or changes thereto, shall be effected by delivery of said Notices in person or by depositing said Notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid or (c) sent by electronic e-mail; provided that the recipient of the electronic Notice acknowledges receipt of such transmission by email. Personal or courier delivery shall be deemed given upon actual delivery to the intended recipient at the designated address. Mailed Notices shall be deemed given upon the date of the actual receipt as evidenced by the return receipt. Electronic e-mail Notice shall be deemed given upon the date the email is acknowledged as received by the recipient; provided that if acknowledgement is received after 5 p.m., delivery shall be deemed received as of 8 a.m. the following Business Day. Any Notice shall be sent, transmitted or delivered, as applicable, to the applicable Party the following address:

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To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION: Bob Webb

Principal Contract Administrator

(714) 560 - 5743, rwebb@octa.net

ATTENTION: Ellen Lee

Project Manager

(714) 560-5988, elee@octa.net

ARTICLE 12. INDEPENDENT CONTRACTOR

A. CONTRACTOR's relationship to AUTHORITY in the performance of this AGREEMENT is that of an independent contractor. CONTRACTOR's personnel performing Work under this AGREEMENT shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

B. Should CONTRACTOR's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONTRACTOR shall defend and indemnify AUTHORITY in relation to any allegations made.

ARTICLE 13. BONDS

A. All bonds required by this AGREEMENT shall be issued by sureties authorized to do business in the State of California with an A.M. Best Rating of A-, Class VIII, or better, or as otherwise

Approved by AUTHORITY in its sole discretion, referred to hereinafter as "Eligible Surety". Notwithstanding any other provision set forth in this AGREEMENT, performance by a surety of any obligations of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations under this AGREEMENT.

B. As partial security against CONTRACTOR's failure to satisfactorily fulfill all Work and obligations under this AGREEMENT, CONTRACTOR shall submit and keep in place until both 1) Go-Live and 2) CONTRACTOR provision of applicable Operations and Maintenance Bond (hereinafter referred to as an "O&M Bond") as described in paragraphs C and D below, a Performance Bond, and a Payment Bond referred to hereinafter as "Bonds", in the forms respectively set forth in Forms I and J, and attached to this AGREEMENT. The Bonds shall each be in the sum of one-hundred (100%) percent of the Total Firm Fixed Price for the Implementation Phase (as shown in Sheet 1 of the CONTRACTOR Price Proposal entitled Project Summary, cell C5, BOS Implementation Costs. If the Total Firm Fixed Price for the Implementation Phase is increased in connection with an Amendment, AUTHORITY may, in its sole discretion, require a corresponding increase in the amount of the Bonds or new Bonds covering the Amendment.

C. An O&M Bond shall be required for the BOS in the form of Form K, attached to this AGREEMENT, as a condition of Go-Live. The initial bonding level for the O&M Phase shall be provided at one-hundred (100%) percent of Years 1 to 3 of O&M (not including pass-through costs) as shown on CONTRACTOR Price Proposal Sheet 4, Projected Bond Amounts Table (cell C25).

D. The O&M Bond (not including pass-through costs) shall be renewed each year at the anniversary date of Go-Live through the end of the Term. For subsequent years after the first year of O&M, the renewed O&M Bond shall be submitted to AUTHORITY at least fifteen (15) Business Days prior to the anniversary date of Go-Live. Upon Approval thereof, AUTHORITY will release the prior year's Bonds.

E. The value of the O&M Bond for years 2 through 6 and shall be determined as follows:

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1 1. Year 2 O&M Bond = Estimated total combined cost of O&M for years 2 and 3 (not
2 including pass-through costs) as shown on Sheet 4, Projected Bond Amounts table (cell C26).

3 2. Each of Years 3 through 6 O&M Bond = Estimated cost of total combined cost of
4 O&M for upcoming year only as provided on Sheet 4, Project Bond Amounts Table for the respective
5 upcoming year (cells C27, C28, C29, CC30, as applicable).

6 F. The estimated value of the O&M costs for any given year with regard to bonded amount
7 shall be based on the value presented in the CONTRACTOR Price Proposal for total O&M costs for the
8 referenced year(s) as provided in paragraph E of this article, as adjusted for any Approved change orders
9 that have affected these Price Proposal cells and any updates in the estimated O&M volumes for the
10 year(s) provided by AUTHORITY at its sole determination.

11 G. If any Bond previously provided becomes ineffective, or if the Eligible Surety that provided
12 the Bond no longer meets the AGREEMENT requirements, CONTRACTOR shall provide a replacement
13 Bond in the same form issued by an Eligible Surety within five (5) Business Days of CONTRACTOR's
14 knowledge of same. CONTRACTOR shall provide Notice to AUTHORITY promptly following such Bond
15 being rendered ineffective or when such Bond's surety is no longer an Eligible Surety, in no case later
16 than three (3) Business Days thereafter.

17 H. Additionally, the Performance Bond shall meet the following requirements:

18 1. Identify AUTHORITY and AGREEMENT No. C-X-XXXX for which the
19 Performance Bond is provided; and

20 2. Upon Notice by AUTHORITY that CONTRACTOR has defaulted under this
21 AGREEMENT, the Eligible Surety will have ten (10) Business Days to make a determination on the claim
22 and to notify AUTHORITY accordingly.

23 **ARTICLE 14. INDEMNIFICATION**

24 A. CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, Caltrans,
25 FHWA, and their officers, directors, employees and agents, (hereafter, the "Indemnitees") from and
26 against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement)

for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by CONTRACTOR, its officers, directors, employees, agents, Subcontractors or Suppliers in connection with or arising out of the performance of this AGREEMENT. In addition to any other defense and indemnity obligations that CONTRACTOR has assumed under this AGREEMENT, CONTRACTOR shall defend, indemnify and hold harmless the Indemnitees from and against any and all liabilities, actions, suits, claims, and legal expenses, including attorneys' fees, which arise out of any claim asserting a cause of action for trespass, inverse condemnation or any other unlawful entry onto property by CONTRACTOR, its Subcontractors, agents or employees. Any monies owed may be deducted from any monies due or to become due to CONTRACTOR hereunder or under any other agreement between CONTRACTOR and AUTHORITY.

B. Intellectual Property:

1. CONTRACTOR shall be liable and responsible without limitation for any and all claims made against AUTHORITY for infringement of Intellectual Property rights, by the use or supplying of any Equipment or Software in the course of performance or completion of, or in any way connected with, the Work, or AUTHORITY's continued use of such Equipment or Software. The CONTRACTOR shall indemnify AUTHORITY against and save it harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of Intellectual Property infringement arising out of or in connection with AUTHORITY's use, pursuant to this AGREEMENT, of the Equipment and Software.

2. Without limiting any other rights or remedies available to AUTHORITY under the AGREEMENT, in law and/or equity, in the event that any Intellectual Property, Equipment or Software employed to provide Work pursuant to this AGREEMENT, or portion thereof, is held to constitute an infringement and its use is or may be enjoined, the CONTRACTOR shall have the obligation at AUTHORITY's option to do one or more of the following:

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