

## Appendix B

### Price Form

Revised July 23, 2012

#### Price Proposal

Contractor shall submit its Price Proposal in five parts for delivery of the Scope of Work. The first part will represent Contractor's Price for Implementation of the RCSC through System Acceptance ("Implementation Price"). The second part will represent Contractor's Price for Services provided during Operations and Maintenance of the RCSC for the term of the Contract ("Operations and Maintenance Price"). The third part will represent Contractor's price for transitioning the RCSC to its Successor ("Transition to Successor Price"). The fourth part will represent Contractor's hourly labor rates for provision of Additional Services ("Additional Services Price") to be used to develop pricing for Change Orders. The fifth part will represent Contractor's price to plan and perform a complete Toll Tag replacement of BATA's inventory of Toll Tags, including Toll Tags in circulation, as described in Section 3.3.2.16.2 Aging Toll Tag Program of the Scope of Work ("Toll Tag Replacement Price"). Contractor shall complete and submit all Price tables herein as part of its Price Proposal using the Excel workbook supplied with this RFP. All prices shall be shown in United States dollars, include all associated taxes, and be valid for a period of 180 days from time of submission.

Unless specifically stated otherwise in the RFP, Contractor's Price shall include all connections, consumables, deliverables, equipment, fees (including registered owner name and address look-up), furnishings, furniture, hardware, insurance, labor, leases, licenses, materials, permits, personnel, postage, postage increases, products, rent, security, services, software, staff, storage, supplies, taxes, telecommunications, tenant improvements, third-party agreements, tools, transportation, utilities, vehicles, welcome kits, and other materials or services necessary to fully design, build, operate, and maintain a functional RCSC (including the System) for BATA in accordance with the Scope of Work, including all things necessary for or incidental to the performance of the work and provision of the RCSC, except as excluded under the section below entitled "BATA Provided Items".

BATA reserves the right to review all aspects of Contractor's Price Proposal for reasonableness and to request clarification and supporting documentation of any Price Proposal that shows significant and unsupported deviation from the Contractor's Technical Proposal, industry norms, or in areas where detailed Pricing is required.

#### Implementation Price

Contractor's Implementation Price for the RCSC shall be a single dollar amount for the complete design, supply, installation, testing, migration, commissioning, and go-live of the RCSC as specified by the requirements in the Scope of Work. The Contractor's Implementation Price shall equal the total of all Milestone Payment Amounts entered in Table 1: RCSC Implementation Milestones Table, up to and including the System Acceptance Milestone.

Payment for Implementation of the RCSC will be made to Contractor based on satisfactory completion of the Milestones in the following table (Table 1: RCSC Implementation Milestones Table).

ID	Milestone	Qualifying Event	Guaranteed Date	Payment Amount*
P1	Project Initiation	BATA approval of the following: <ul style="list-style-type: none"> <li>▪ Project Management Plan</li> <li>▪ Software Project Management Plan</li> <li>▪ Quality Management Plan</li> <li>▪ Project Schedule</li> <li>▪ Monthly Progress Reports to Date</li> </ul>	Month/Day/Year <i>(To be completed by Contractor – shall be no later than 60 Calendar Days after Notice to Proceed)</i>	\$ _____ <i>(To be completed by Contractor not to exceed 10% of the Total Implementation Price)</i>
P2	Preliminary Design Approval	BATA Approval of the following: <ul style="list-style-type: none"> <li>▪ Business Rules</li> <li>▪ Preliminary Design Documents</li> <li>▪ Monthly Progress Reports to Date</li> </ul>	Month/Day/Year <i>(To be completed by Contractor)</i>	\$ _____ <i>(To be completed by Contractor not to exceed 20% of the Total Implementation Price)</i>
P3	Final Design Approval	BATA Approval of the following: <ul style="list-style-type: none"> <li>▪ Trace Document</li> <li>▪ Final Design Documents</li> <li>▪ Monthly Progress Reports to Date</li> </ul>	Month/Day/Year <i>(To be completed by Contractor)</i>	\$ _____ <i>(To be completed by Contractor not to exceed 20% of the Total Implementation Price)</i>

ID	Milestone	Qualifying Event	Guaranteed Date	Payment Amount*
P4	Facilities Readiness	BATA Approval of the following: <ul style="list-style-type: none"> <li>▪ Implementation Plan</li> <li>▪ Monthly Progress Reports to Date</li> <li>▪ Bill of Materials</li> </ul> Achievement of the following: <ul style="list-style-type: none"> <li>▪ Tenant Improvements</li> <li>▪ Equipment Installed</li> <li>▪ Furnishings Installed</li> </ul>	Month/Day/Year <i>(To be completed by Contractor)</i>	\$ _____ <i>(To be completed by Contractor not to exceed 20% of the Total Implementation Price)</i>
P5	Data Migration	BATA Approval of the following: <ul style="list-style-type: none"> <li>▪ <del>Customer Communication Plan</del></li> <li>▪ Database Design</li> <li>▪ Data Migration Plan</li> <li>▪ Data Migration Test Results</li> <li>▪ Monthly Progress Reports to Date</li> </ul>	Month/Day/Year <i>(To be completed by Contractor)</i>	\$ _____ <i>(To be completed by Contractor not to exceed 35% of the Total Implementation Price)</i>
P6	Integration and Commissioning	BATA Approval of the following: <ul style="list-style-type: none"> <li>▪ Master Test Plan</li> <li>▪ Trace Document Update</li> <li>▪ Integration and Commissioning Test Results</li> <li>▪ Monthly Progress Reports to Date</li> </ul>	Month/Day/Year <i>(To be completed by Contractor)</i>	\$ _____ <i>(To be completed by Contractor not to exceed 35% of the Total Implementation Price)</i>

ID	Milestone	Qualifying Event	Guaranteed Date	Payment Amount*
P7	Operations Commencement	BATA Approval of the following: <ul style="list-style-type: none"> <li>▪ Customer Communication Plan</li> <li>▪ Escalation Plan</li> <li>▪ Financial Internal Control Plan</li> <li>▪ Audit Plan</li> <li>▪ Staffing Plan</li> <li>▪ Training Plan</li> <li>▪ Security Assessment Report</li> <li>▪ Go-Live Plan</li> <li>▪ Maintenance Plan</li> <li>▪ Business Continuity Plan</li> <li>▪ Disaster Recovery Plan</li> <li>▪ Transition Plan</li> <li>▪ Suspension of Operations Plan</li> <li>▪ Monthly Progress Reports to Date</li> </ul> Achievement of the following: <ul style="list-style-type: none"> <li>▪ All steps required in plans completed</li> <li>▪ All Staff Training Completed</li> <li>▪ All Work In Progress Successfully Transitioned from Prior CSC</li> <li>▪ Final Data Migration Successfully Completed</li> </ul>	07/01/2014	\$  <hr/> (To be completed by Contractor not to exceed 35% of the Total Implementation Price)

ID	Milestone	Qualifying Event	Guaranteed Date	Payment Amount*
P8	System Acceptance	BATA Approval of the following: <ul style="list-style-type: none"> <li>▪ User Manuals</li> <li>▪ Punch list Completion</li> <li>▪ As Built Documents</li> <li>▪ 3 Months of Full Operations meeting KPI's</li> <li>▪ Monthly Progress Reports to Date</li> </ul>	Month/Day/Year <i>(To be completed by Contractor)</i>	\$ _____ <i>(To be completed by Contractor not less than 10% of the Total Implementation Price)</i>
P9	<b>Total Implementation Price</b>			\$ _____
<i>*Payment Amount excludes 5% retention to be withheld on all payments prior to System Acceptance.</i>				

Table 1: RCSC Implementation Milestones Table

**Operations and Maintenance Price**

Contractor’s Operations and Maintenance Price for the RCSC shall be a fixed dollar amount per transaction by type and tier for the operation and maintenance of the RCSC as specified by the requirements in the Scope of Work commencing with Operations Commencement and continuing through termination of the Contract. The Price shall include all costs for the Operations and Maintenance of the RCSC except as noted under the section below entitled “BATA Provided Items”. Payment for Operations and Maintenance of the RCSC will be made to Contractor monthly based on Table 2: RCSC Operations and Maintenance Price Table starting at Operations Commencement. The unit price will be fixed for the initial 5 year (60 months) Operations and Maintenance term. Unit Prices in Table 2 will be escalated annually thereafter for extension periods according to the then current California Consumer Price Index (CPI) for San Francisco CMSA as published by the California Department of Finance.

~~Contractor shall propose Tier 2 through Tier 5 (B through E) transaction ranges and unit price for each range. Contractor shall calculate the Total Price in the last column for the first tier only for each type of transaction.~~

*Contractor shall propose a unit price for each Tier in Table 2. The Contractor shall calculate the Total Price in the last column for the first tier only for each type of transaction.*

ID	Item	Unit	Unit Price	Qty	Total Price (Unit Price x Qty x 60 months)
<b>Monthly Variable Fee – FasTrak® Toll Transactions</b>					
M1	Tier 1 (1 to 7,500,000 Transactions)	Transaction	\$ _____	7,500,000	\$ _____
M2	Tier 2 (7,500,001 to 9,500,000 Transactions)	Transaction	\$ _____		
M3	Tier 3 (9,500,001 to 14,000,000 Transactions)	Transaction	\$ _____		
M4	Tier 4 (14,000,001 to 19,000,000 Transactions)	Transaction	\$ _____		
M5	Tier 5 (19,000,001 or more Transactions)	Transaction	\$ _____		
<b>Monthly Variable Fee – License Plate Prepaid/Auto-Pay Transactions</b>					
M6	Tier 1 (1 to 250,000 Transactions)	Transaction	\$ _____	250,000	\$ _____
M7	Tier 2 (250,001 to 500,000 Transactions)	Transaction	\$ _____		
M8	Tier 3 (500,001 to 1,000,000 Transactions)	Transaction	\$ _____		
M9	Tier 4 (1,000,001 to 1,800,000 Transactions)	Transaction	\$ _____		
M10	Tier 5 (1,800,001 or more Transactions)	Transaction	\$ _____		
<b>Monthly Variable Fee – License Plate Postpaid (Invoice) Transactions</b>					
M11	Tier 1 (1 to 250,000 Transactions)	Transaction	\$ _____	250,000	\$ _____
M12	Tier 2 (250,001 to 500,000 Transactions)	Transaction	\$ _____		
M13	Tier 3 (500,001 to 900,000 Transactions)	Transaction	\$ _____		
M14	Tier 4 (900,001 to 1,500,000 Transactions)	Transaction	\$ _____		
M15	Tier 5 (1,500,001 or more Transactions)	Transaction	\$ _____		

Monthly Variable Fee – First Violation Notices					
M16	Tier 1 (1 to 400,000 Notices)	Notice	\$ _____	400,000	\$ _____
M17	Tier 2 (400,001 to 550,000 Notices)	Notice	\$ _____		
M18	Tier 3 (550,001 to 750,000 Notices)	Notice	\$ _____		
M19	Tier 4 (750,001 to 100,000 Notices)	Notice	\$ _____		
M20	Tier 5 (1,00,001 or more Notices)	Notice	\$ _____		

**Table 2: RCSC Operations and Maintenance Price Table**

Price Item Definitions for Table 2: RCSC Operations and Maintenance Price Table:

- FasTrak® Toll Transactions – Transactions successfully posted during the month to a Customer tagged FasTrak® account as a tagged transaction or an Image Toll transaction.
- License Plate Prepaid/Auto-Pay Transactions – Transactions successfully posted during the month to a Customer Pay-by-Plate account (untagged account) and One-Time Payments.
- License Plate Postpaid (Invoice) Transactions – Transactions included on invoices during the month. Excludes invoice transactions that post to customer FasTrak® or Pay-by-Plate accounts or One-Time Payments. Invoice transactions that post to FasTrak®, Pay-by-Plate, or One-Time Payment accounts shall be compensated at those respective prices.
- First Violation Notices – First violation notices sent during the month where the notice was sent within 21 days of the toll evasion. Excludes notices that post to customer FasTrak® or Pay-by-Plate accounts or One-Time Payments. Notices that post to FasTrak®, Pay-by-Plate, or One-Time Payment accounts shall be compensated at those respective prices. *It is intended that all compensation for violation processing is included in the First Violation Notices price item, including but not limited to issuing delinquent notices (2nd notices) and resending or transferring 1st notices.*

**Transition to Successor Price**

Contractor’s Transition to Successor Price for the RCSC shall be a single dollar amount for Contractor to update the documents developed by Contractor under Section 6 of the Scope of Work and assist its Successor in the implementation and go-live of the Successor’s RCSC. Contractor will be paid the amount shown upon completion of the initial term of the Contract. For Contract extensions, this amount will be escalated annually according to the then current California Consumer Price Index (CPI) for San Francisco CMSA as published by the California Department of Finance on the anniversary of the expiration of the initial term of the Contract until actual termination of Contract.

<b>S1</b>	<b>Transition to Successor Price:</b>	\$ _____
-----------	---------------------------------------	----------

**Table 3: Transition to Successor Price Table**

**Additional Services Price**

Contractor shall provide a listing of all potential staff positions and corresponding hourly labor rates for the purpose of developing pricing for future Change Orders. Changes to the Contract involving labor shall be based on the Hourly Labor Rates in Table 4: Hourly Labor Rates for Additional Services. Contractor may only add positions to this table after notification and receipt of written approval from BATA. All Hourly Labor Rates shall be stated for the year 2013 and be inclusive of burden, overhead, and profit. Hourly Labor Rates will be escalated annually on the anniversary of Operations Commencement, commencing with Operations Commencement, according to the then current California Consumer Price Index (CPI) for San Francisco CMSA as published by the California Department of Finance.

Staff Position	Hourly Labor Rate
Project Manager	\$ _____
Software Design Manager	\$ _____
Hardware Design Manager	\$ _____
System Test Manager	\$ _____
Data Migration Manager	\$ _____
Maintenance Manager	\$ _____
Customer Service Center Operations Manager	\$ _____
Financial Manager	\$ _____
QA/QC Manager	\$ _____
Customer Service Supervisor	\$ _____
Customer Service Representative I	\$ _____
Customer Service Representative II	\$ _____
Customer Service Representative III	\$ _____
System Programmer	\$ _____
System Administrator	\$ _____
<i>(Other positions to be identified by Contractor)</i>	\$ _____

**Table 4: Hourly Labor Rates for Additional Services**

**Toll Tag Replacement Price**

Contractor’s Toll Tag Replacement Price for the RCSC shall be a single dollar amount per Toll Tag for Contractor to plan and perform a complete Toll Tag replacement and disposal of BATA’s inventory of Toll Tags, including Toll Tags in circulation, as described in Section 3.3.2.16.2 Aging Toll Tag Program of the Scope of Work. Contractor will be paid the amount shown in Table 5: Toll Tag Replacement Price Table for replacement of the Toll Tag inventory, if elected by BATA. The amount in Table 5 shall be stated in 2013 dollars and will be escalated annually on the anniversary of Operations Commencement, commencing with Operations Commencement, according to the then current California Consumer Price Index (CPI) for San Francisco CMSA as published by the California Department of Finance.

<b>T1</b>	<b>Toll Tag Replacement Price per Toll Tag:</b> (Valid for 1,500,000 to 2,500,000 Tags)	\$ _____
-----------	--------------------------------------------------------------------------------------------	-------------

**Table 5: Toll Tag Replacement Price Table**

**Price All Inclusive – No Pass Through Costs**

BATA will not reimburse Contractor for expenses or other amounts incurred by Contractor in performance of the Scope of Work that are not specified in Contractor’s Price Proposal. Contractor’s Price Proposal shall represent all costs to perform the work. No additional compensation or reimbursement will be provided by BATA except by approved Change Order.

**BATA Provided Items**

BATA will provide or be responsible for the following items during Contractor’s performance of its obligations under the Scope of Work. Contractor shall not include the cost of these in its Price Proposal:

- 1) Toll Tags
- 2) Toll Tag testing equipment for RCSC facility
- 3) Credit card and debit card payment processing fees, including PIN debit
- 4) ACH payment processing fees
- 5) Banking services fees
- 6) Pre-printed marketing and communications materials that BATA requests to be included with mailings
- 7) Graphics for BATA or FasTrak® branded materials
- 8) *Collections Agency*
- 9) *Tolling equipment and systems at the various facilities operating to the performance level required in the tolling equipment contracts.*

All other costs shall be the responsibility of the Contractor.

**Total Price Proposal**

Contractor's Total Price Proposal shall be the sum of the following:

<b>TP1</b>	<b>Implementation Price:</b> (from P9)	\$ _____
<b>TP2</b>	<b>RCSC Operations and Maintenance Price:</b> (Table 2 sum of M1, M6, M11 and M16)	\$ _____
<b>TP3</b>	<b>Transition to Successor Price:</b> (from S1)	\$ _____
<b>TP4</b>	<b>Total Price:</b>	\$ _____

The price for the 390 Main Street building lease shall be based on the proposed size of the CSC (including operations center, server room and walk in center) multiplied by the lease rate. The lease rate will be provided by BATA at a later date prior to contract execution. For evaluation purposes, BATA will use a lease rate that is comparable to the fair market value per square foot for similar leased space.

<b>ID</b>	<b>Facility Size (square foot)</b> <b>To be provided by Proposer</b>	<b>Lease Rate per Month</b>	<b>Total Lease Price</b> <b>(\$F x Lease Rate x 60 Months)</b>
<del>L1</del>		\$TBD	\$ _____

\_\_\_\_\_  
**Name of Responding Proposer (Company/Entity)**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**