EXHIBIT B - PAYMENT AND BUDGET PROVISIONS

1. RATES

The not-to-exceed pricing for MSA products and services to be provided to Transit Agencies are listed in Exhibit B.1 - Rate Sheet. All prices and fees shall be fixed for the entire MSA term including any optional extension periods unless the State approves a price adjustment in accordance with Section 6, Rate Adjustments.

A. Payment Acceptance Devices - Category A

For Category A Products and Services, rates are determined for **Ventura County Transportation Commission** are as follows:

Description	Unit of measure	Rate	Qty	Months	Total
CAPEX					
Payment Acceptance Devices	Unit	\$994.87	45		\$44,769
Mounting Poles	Unit	\$105.33	41		\$4,319
Implementation Service Fee	Once-off	\$10,000	1		\$10,000
PAD Installation	Unit	\$562.50	41		\$23,063
Extensive Training	Per Hour	\$137.50	12		\$1,650
Integration with. Barcode Processor	Once-off	\$9,440	1		\$9,440
Custom Solution Development Work (1): Barcode for Payment Acceptance Devices	Per Hour	\$137.50	64		\$8,775
Custom Solution Development Work (2): Contingency	Per Hour	\$137.50	100		\$13,707

OPEX (per year through contract term)	Per Unit per Month	\$36.50	41	60	\$89,790
Extended Hardware Warranty (for 3 years after the initial warranty expires)	Per Unit per Month	\$7.38	45	36	\$11,956

2. TRANSIT PROCESSING SERVICES RATE DETERMINATION AND PUBLICATION (Category B Only) – (Not Applicable)

3. TRAVEL

Transit Agencies may allow additional travel reimbursement as permitted, which must be itemized separately on the invoice. The Contractor must have prior approval by the Transit Agency for any additional travel reimbursement. Travel costs cannot exceed a total of \$15,000.00. Any costs beyond that require additional authorization and are subject to approval by VCTC. Reimbursements requests must include dates and receipts for all costs and expenses incurred.

4. INVOICES

A. Submission of Invoices

- 1) The Contractor shall submit itemized invoices to the Transit Agency contact person at the address contained in the Transit Agency's User Agreement. The information is mandatory information to be provided for all invoices:
 - a) DGS MSA Number
 - b) Transit Agency Contract Number
 - c) Transit Agency Order Number
 - d) Transit Agency Billing Code
 - e) Transit Agency Name
 - f) Transit Agency Address
 - g) Description of services ordered
 - h) Pricing information, specified by Tier or Breakpoint where applicable
- 2) The Transit Agency contact person will verify and approve, or disapprove, the invoiced items. If the Transit Agency does not approve the invoiced items, the invoice will be disputed and returned to the Contractor for correction.

5. PAYMENT

Payment for services performed under this Contract will be made upon satisfactory completion of services rendered. The Contractor shall invoice Transit Agencies in arrears upon successful completion of services. Invoices for services are not due

and payable, and do not constitute an obligation of the Transit Agency, until the month following the month for which charges are accrued.

Payment shall be made within 45 days in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927 unless agreed otherwise in the User Agreement.

6. RATE ADJUSTMENTS

Contractor may request Consumer Price Index (CPI) rate increases for services should the State decide to execute the options to extend. Rate increases may be requested no more than once annually and may only be requested following the initial five (5) year term of the Agreement. Rate increases shall be capped at three percent (3%) for a given year and may only be requested when the CPI for the "Public Transportation" goods and services category, as published by the U.S. Department of Labor, Bureau of Labor Statistics has increased one percent (1%) or greater for the previous calendar year. The website, subject to change without amendment to this Agreement, can be found at the CPI Index (https://www.bts.gov/components-consumer-price-index-transportation).

The Contractor shall submit a written request to the DGS Contract Administrator, provide a copy of the index and other supporting documentation necessary to support the adjustment. Rates will be fixed for twelve (12) months following an approved price adjustment. Adjustments shall not be retroactive.