

EXHIBIT "B" METHOD OF COMPENSATION

1.0 PURPOSE:

This Exhibit defines the limits of compensation to be made to the Vendor for the services set forth in Exhibit "A" and the method by which payments shall be made.

2.0 COMPENSATION:

For the satisfactory **performance** of services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Amount of \$9,635,413.00.

\$235,000.00 from Fiscal Year 2018 (July 1, 2017-June 30, 2018)

\$3,133,443.00 from Fiscal Year 2019 (July 1, 2018-June 30, 2019)

\$3,153,197.00 from Fiscal Year 2020 (July 1, 2019-June 30, 2020)

\$1,421,228.00 from Fiscal Year 2021 (July 1, 2020-June 30, 2021)

\$1,692,545.00 from Fiscal Year 2022 (July 1, 2021-June 30, 2022)

The Vendor shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the Department.

The total amount of this agreement is expected to be funded by multiple appropriations and the State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriation by the Legislature.

If prior fiscal year funds are unused, the Department may authorize the use of these funds to pay current services.

3.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (**1 copy**) in a format acceptable to the Department and supported by such information as may be required by Department procedures to substantiate the charges being invoiced. Invoice will be submitted to D6 for review and subsequently to D4 for payment.

- SALARY COSTS — Maximum Limiting Amount
Payment shall be made at the unit billing rates in Exhibit "C", for services provided, as approved by the Department. The contract unit rates shall include the costs of salaries, overhead, fringe benefits and operating margin.
- EMERGENCY RIDE HOME SERVICES — Maximum Limiting Amount
Payment for Emergency Ride Home Services shall be made at the unit billing rates in Exhibit "C", as approved by the Department.

- OUTREACH TRAVEL EXPENSES — Maximum Limiting Amount (Actual)
Payment for Expenses shall be made on the basis of actual allowable costs incurred as authorized and approved by the Department.
- FIELD OFFICE EXPENSES — Maximum Limiting Amount (Actual)
Payment for Expenses shall be made on the basis of actual allowable costs incurred as authorized and approved by the Department. Invoices for these expenses shall include documentation and itemization of cost incurred, including receipts or other evidence of payment.
- MARKETING/ ADVERTISEMENT — Maximum Limiting Amount (Actual)
Payment for advertisement or marketing Expenses shall be made to the Vendor based on actual cost. Payment shall include documentation itemizing cost incurred and payment evidence.
- OTHER EXPENSES — Lump Sum Amount
Payment for Expenses shall be made to the Vendor as a monthly Lump Sum Amount equal to the amount negotiated during the solicitation process and approved by the Department.
- OPTIONAL SERVICES – Maximum Limiting Amount (LOA)
Optional services shall be performed on an as-needed basis. If these services are determined to be necessary, the Department will furnish the Vendor a Letter of Authorization (LOA) specifying the optional service to be performed. For each LOA, the Vendor shall prepare an estimate of work and price based on the rates established in Exhibit "C".

For non-Exhibit "C" items, the Vendor must provide a minimum of two (2) quotes. The FDOT project manager will issue the LOA based on the lowest quote, unless a higher quote is justified in writing.

If it is determined that one particular Vendor is the only service provider for a non-Exhibit "C" item, a detailed written justification is needed.

Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Project Manager, an "LOA" shall be issued by the Department's Project Manager or designee.

Each LOA issued by the Department's Project Manager or designee shall serve as a formal notice to proceed and will include an effective time period for that particular LOA being issued.

Payment for Optional Services shall be as follows:

- Maximum Limiting Amount
Subject to the established limiting amount, the Vendor will be compensated for authorized services based on the rates provided in Exhibit "C" of this Agreement.

For Non-Exhibit "C" items, the Vendor shall be paid based on actual invoices or other evidence of payment.

No work shall be undertaken by the Vendor unless it has been authorized in writing from the Department.

No work shall commence prior to the date stated in the LOA.

No LOA shall authorize work beyond the term of this Agreement.

The VENDOR shall submit invoices (1 copies) in an electronic format acceptable to the Department upon the satisfactory completion of the services detailed in each "Letter of Authorization" as follows:

- Scan the complete invoice in PDF format and check to ensure all pages are legible
- All electronic invoice emails must use the following format in the subject line: FDOT PM Name, Contract #, Invoice #, and (FM # optional) (e.g., John Smith, AR006, Invoice # 16)
- All attachments to the email must be labeled in the following format: FDOT PM Name, Contract #, Invoice #
- Email complete invoice to the OMD drop box: D4OMDID @dot.state.fl.us
- Copy the FDOT Project Manager (optional)
- DO NOT mail (USPS, FedEx, etc.) the original hardcopy
- For invoices too large to be submitted through regular email, request a FTA (File Transfer Appliance) from your FDOT Project Manager.

Florida Department of Transportation
Office of Modal Development
ATTN: SFCS Project Manager
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309

The Vendor has certified that ____% MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

If DBE utilization was certified, DBE payments are to be input each month at the following link:
<https://www3.dot.state.fl.us/EqualOpportunityOffice/bizweb/>

New users reporting DBE payments will need to contact the FDOT Service Desk at FDOT.ServiceDesk@dot.state.fl.us to get a BizWeb user ID and password to access the application. .

4.0 DETAILS OF COSTS AND FEES:

Details of costs and fees for the performance of the services are contained in Exhibit "C", attached hereto and made a part hereof.

5.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

Financial Project Numbers	234663-3-1201 D-4	420452-2-1201 D-6	420452-3-1201 D-6	420462-9-1201 D-6	422239-2-1201 D6	422239-3-1201 D6	422239-4-1201 D6	422239-5-1201 D6	422242-2-1201 D-6	420462-8-1201 D-6	TOTAL
SALARY COSTS: Maximum Limiting Amount											
EMERGENCY RIDE HOME SERVICES: Maximum Limiting Amount											
MARKETING AND ADVERTISING: Maximum Limiting Amount (Actual)											
OUTREACH TRAVEL EXPENSES: Maximum Limiting Amount (Actual)											
FIELD OFFICE EXPENSES: Maximum Limiting Amount (Actual)											
LUMP SUM EXPENSES: Lump Sum Amount											
OPTIONAL SERVICES: Maximum Limiting Amount (Per Letters of Authorization)											
TOTAL AMOUNT	\$4,539,833.00	\$1,000,000.00	\$75,000.00	\$400,000.00	\$1,113,500.00	\$48,300.00	\$286,780.00	\$70,000.00	\$1,700,000.00	\$402,000.00	\$9,635,413.00