



Florida Department of Transportation

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GOVERNOR

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SECRETARY

Addendum 1

ADVERTISEMENT NUMBER: DOT-RFP-20-5007-CAP

DESCRIPTION: Regional Commuter Assistance Program (reThink Your Commute)

DATE: April 30, 2020

You are hereby notified that the above referenced Request for Proposal (RFP) is modified as noted below:

Exhibit "B" Method of Compensation is hereby replaced with the attached, revised version.

TO ACKNOWLEDGE RECEIPT OF THIS NOTICE AND ALL CHANGES, PLEASE SIGN AND RETURN BY E-FAX TO THIS OFFICE @ (850) 412-8092 PRIOR TO May 27, 2020 at 2:00PM.

Name of Company: _____

Authorized Signature: _____ Date: _____

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), F.S. SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.

Regional Commuter Assistance Program (reThink Your Commute)

DOT-RFP-20-5007-CAP

EXHIBIT "B" Method of Compensation

1.0 PURPOSE

This Exhibit B defines the method and limits of compensation to be paid to the Vendor for the services described in Exhibit A (Scope of Services) and the procedure by which payments will be made.

2.0 FUNDING

The total funding currently available is \$1,000,175.00. The Department, based on need and availability of budget, may increase or decrease the amount of funding available as the Department determines is appropriate by Letter of Authorization. Each Letter of Authorization will detail the amount of funding being added and the total amount authorized to date.

3.0 COMPENSATION

This is a term Agreement for an indefinite quantity whereby the Vendor agrees to furnish services on an as needed basis, during a prescribed period of time. This is a Task Work Order driven Agreement. No work shall be performed except pursuant to specific written authorizations issued by the Department ("Task Work Order"). Each Task Work Order will specify the amount of compensation that will be paid for the performance of the work described therein. Execution of this Agreement does not guarantee that the work will be authorized. Furthermore, the Vendor is providing these services on a nonexclusive basis. The Department, at its option, may elect to have any of these services set forth herein performed by other Vendors or Department staff.

3.1 Basis of Compensation

3.1.1 Compensation

Compensation under each Task Work Order will be either as a lump sum amount, a limiting amount, or a combination lump sum and limiting amount as specified in the Task Work Order. These bases of compensation are more particularly described as follows:

Lump Sum

Vendor will be paid the lump sum amount in full for proper completion of all the work identified to be included in the lump sum amount, regardless of the time, effort, or expense of the Vendor in performing that work. The Vendor may be paid a portion of the lump sum amount as a progress payment based on the percentage of the total lump sum work that has been completed, accepted by the Department, and properly invoiced by the Vendor during any billing period. Payment of the lump sum amount will constitute full compensation for the work and no additional compensation will be paid for overhead, operating margin, expenses, travel, costs, or any other matter.

Limiting Amount

Vendor will be paid up to, but not exceeding, the limiting amount for proper completion of all the work identified to be included in the limiting amount. The actual amount paid to the Vendor will be based on the time spent by the classification of employee authorized to perform the work in the Task Work Order at the hourly rate identified in the Task Work Order; provided, however, that at such time as the limiting amount has been paid in full, Vendor will be required to complete the work included in the limiting amount for no further compensation. In no event will Vendor be paid more than the hours actually worked multiplied by the applicable hourly rate. The rates are all inclusive and no additional compensation will be paid for overhead, operating margin, expenses, or any other matter. Progress payments will be made based on the hours worked on work that has been completed, accepted by the Department, and properly invoiced by the Vendor during any billing period at the rates shown in the Bid Price Proposal, included in this Exhibit "B" as Table 1.

3.1.2 Actual Expenditures

Actual Cost Expenses

In addition to the hourly rates, the Vendor will be reimbursed at actual cost for the expenses that are beyond normal business expenses as invoiced and approved by the department. Travel reimbursement is subject to Statute and form requirements. Normal Business Expenses are considered to be the allowable and allocable expenses that the business would incur in the normal course of conducting business with the Department. These include, but are not limited to overhead, building maintenance, computers, training, utilities, office supplies, which are included in the hourly billing rates.

3.2 Amount of Compensation

The amount of compensation in each Task Work Order, whether lump sum or limiting amount, shall be established based on the effort required to complete the work by the classification of employee at the hourly rate for that classification listed in the Vendor's Price Proposal included in this Exhibit "B" as Table 1, plus any promotional expense pre-approved and authorized by the Department.

4.0 LIQUIDATED DAMAGES AND REPLACEMENT WORK PERFORMED BY OTHERS:

4.1 Liquidated Damages

In the event the Vendor fails to complete the work within the time stated in the Services Period as stated in Exhibit "A", Scope of Services of that Task Work Order, the Vendor shall pay, not as penalty, but as liquidated damages, the amount defined in Exhibit "A", Scope of Services of this Agreement. The Department has the right to apply, as payment on such damages any money the Department owes to the Vendor. Liquidated Damages will be assessed and deducted from the monthly Lump Sum invoice as per section 5.0 below.

4.2 Replacement Work Performed by Others

In the event that the Vendor fails to perform the required services as described in the Agreement, and the Task Work Order and replacement staff is necessary to complete the services required the Department reserves the right to reduce the Vendors invoice by any

amount necessary to compensate the replacement Vendor for services provided.

5.0 INVOICING PROCEDURE

The Vendor will be eligible for progress payments under this agreement at intervals not less than monthly or when individual tasks or mileposts defined in a Task Work Order are completed or reached.

Invoices will be prepared by the Vendor and submitted in a format prescribed of the Department. The invoices will be supported by such information as may be required by Department procedures to substantiate the charges being invoiced. The Vendor will maintain for this purpose a job cost accounting system that is acceptable to the Department.

If requested by the Department, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project.

5.1 Reduction for Liquidated Damages:

Monthly at the time of invoice the Project Manager shall verify that no Liquidated Damages are due prior to approving any invoice. In the event that liquidated damages are due, the invoice shall be reduced by the amount due for the corresponding event at the rate shown in Exhibit "A", Scope of Services. The Department reserves the right to reduce any payment by any amount due under the Liquidated Damages provisions within this contract.

5.2 Replacement Work Performed by Others:

Monthly at the time of invoice the Project Manager shall verify that no replacement work reductions are due prior to approving any invoice. In the event that replacement work reductions are due, the invoice shall be reduced by the amount due for the corresponding event. The Department reserves the right to reduce any payment by any amount due for work performed by others as described in Exhibit "A", Scope of Services.

The Department will render a decision on the acceptability of services within 5 working days of receipt of either the services or invoice, whichever is later. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be paid to the Vendor on the next invoice submitted for that work after the work is subsequently completed satisfactorily and adequately.

6.0 PROJECT CLOSEOUT

If requested, the Vendor will permit the Department to perform or have performed an audit of the records of the Vendor and any or all sub-vendors to support the compensation paid the Vendor. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Vendor under this Agreement are subsequently properly disallowed by the Department because of accounting errors or charges not in conformity with this Agreement, the Vendor agrees that such disallowed costs are due to the Department upon demand. Further, the Department will have the right to deduct from any payment due the Vendor under any other contract any amount due the Department.

Table 1
Hourly Billing Rates

Employee Classification	Hourly Billing Rate*
Outreach Specialist	
Senior Outreach Specialist	
Regional Commuter Assistance Program Manager	
Program Coordinator	
Marketing Specialist/Event Coordinator	
Clerical/Administrative Support	
Project Manager	
GIS Services	
Videographer	
Digital Media/Video Editor	
Website Operator/Graphics Specialist	
Research Assistant	
Planner	

*Hourly rates from Price Proposal