

EXHIBIT "B"  
METHOD OF COMPENSATION  
FOR  
FLORIDA DEPARTMENT OF TRANSPORTATION  
DISTRICT FOUR  
DISTRICTWIDE SEVERE INCIDENT RESPONSE VEHICLE (SIRV) SERVICES

1.0 PURPOSE:

This Exhibit defines the limits and method 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 winning Vendor's Exhibit "C", Contract Price Proposal amount shall become this Agreement's "Maximum Limiting Amount." The Vendor's Maximum Limiting Amount (a.k.a. the Budgetary Ceiling) of this Agreement is **\$TBD**. The Vendor shall be paid up to the Maximum Limiting Amount for the term of this Agreement. It is agreed that this amount will be the limit of all compensation due the Vendor for performance of the services described in Exhibit "A". The Vendor shall not provide services that exceed the maximum limiting amount 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.

It is agreed that the Vendor will not be obligated to perform services nor incur costs which would result in exceeding available funding, nor will the Department be obligated to reimburse the Vendor for costs or make payments more than the established funding. The Department will provide written authorization (by Letter of Authorization (LOA) or with an email LOA) when funding is approved and encumbered for this contract.

Any unused prior year funds will automatically transfer to the following year's budget until the end of the contract term.

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

3.0 PROGRESS PAYMENTS:

The Vendor shall submit the monthly progress report to the Department's Contract Manager by the 5<sup>th</sup> working day of the following month. This progress report shall include, but not limited to, work conducted during the reporting period, service hours provided, budget status and tracking, and a summary of SIRV public outreach activities/training.

The Vendor shall submit monthly invoices in format acceptable to the Department. Payment shall be made at the unit billing rate in Exhibit "C", for services provided, as approved by the Department. The contract unit rates shall include the cost of salaries, overhead, fringe benefits, operating margin, tools, supplies, vehicle maintenance, fuel, vehicle cost, etc.

The Vendor shall submit monthly invoices in a format acceptable to the Department. Payment shall be made to the Vendor for services provided. The invoice shall include documentation of manhours

EXHIBIT "B"  
METHOD OF COMPENSATION  
FOR  
FLORIDA DEPARTMENT OF TRANSPORTATION  
DISTRICT FOUR  
DISTRICTWIDE SEVERE INCIDENT RESPONSE VEHICLE (SIRV) SERVICES

provided.

Invoices shall be submitted to:  
Florida Department of Transportation  
TSM&O Traffic Incident Management Program Manager  
2300 W. Commercial Blvd  
Fort Lauderdale, FL 33309

The Vendor has certified that 10.65 % DBE utilization would be achieved for this contract. If DBE utilization was certified by the Vendor, an DBE payment certification form shall be submitted with each invoice to verify the DBE utilization.

4.0 AUTHORIZATIONS:

The Department will provide written authorization for each fiscal year. The Vendor shall not provide services until receipt of the written authorization.

For each "Letter of Authorization" (LOA) the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in Exhibit "C". Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Contract Manager, a "Letter of Authorization" shall be issued by the Department's Contract Manager. All work authorizations shall be completed within the term of this Agreement.

5.0 TANGIBLE PERSONAL PROPERTY:

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