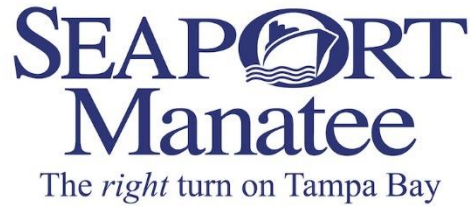


MANATEE COUNTY PORT AUTHORITY



RFP# 20231128

Mobile Harbor Crane(s)

RFP Coordinator	<p><i>All communication regarding this Request for Proposal (RFP) <u>must</u> be made through the RFP Coordinator identified below.</i></p> <p><u>Name:</u> Denise Stufflebeam <u>Title:</u> Director of Business Administration & Finance <u>Contact Information:</u> dstufflebeam@seaportmanatee.com</p>
Submitted Questions Due	<p><i>All questions <u>must</u> be received by the RFP Coordinator identified above by:</i></p> <p><u>Date:</u> January 18, 2024, no later than 4:00 p.m., local time</p>
Proposal Submission	<p><i>Proposals <u>must</u> be received by:</i></p> <p><u>Submission Deadline:</u> February 8, 2024, no later than 11:59 p.m., local time.</p> <p><i>Proposals <u>must</u> be submitted electronically to the following address:</i></p> <p><u>Electronic (email) Submission Address:</u> dstufflebeam@seaportmanatee.com or www.DemandStar.com.</p>
Opening of Submitted Bids	<p>Time and date of the public opening of submitted bids: February 9, 2024, 10:00 a.m., local time.</p>
Anticipated Award Date	<p>The anticipated date for the Port to award the bid: February 27, 2024.</p>

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PUBLIC NOTICE

Manatee County Port Authority
RFP# 20231128
Mobile Harbor Crane(s)

Manatee County Port Authority is seeking proposals for one Mobile Harbor Crane with an option for a second Mobile Harbor Crane.

A copy of the RFP, as well as the Question & Answer Summary and all amendments (if any) related to this RFP, can be obtained at the following website: www.DemandStar.com or www.seaportmanatee.com. Proposals must be submitted on www.DemandStar.com or emailed to Denise Stufflebeam dstufflebeam@seaportmanatee.com. Proposal submissions must be received no later than 11:59 pm, local time, on February 8, 2024.

Any and all protest shall be handled in accordance with the Manatee County Port Authority Procurement Policy, Section 2.02.02(f). A copy of the Policy is posted on the following website:

https://www.seaportmanatee.com/wp-content/uploads/2021/06/052021_Final_Procurement_Policy.pdf

RFP DEFINITIONS/ACRONYMS

The following terms and acronyms shall have the meaning indicated below as referenced in this RFP:

<u>Term/Acronym</u>	<u>Definition</u>
Crane	Mobile Harbor Crane
MCPA	Manatee County Port Authority
Delivery and Acceptance	When MCPA signs the documentation to take ownership of the Crane, which will occur after delivery, unloading at destination, minor assembly, commissioning, and final inspection.
FDOT	Florida Department of Transportation
RFP	Request for Proposal
State	Florida
Vendor	Successful Proposer

Manatee County Port Authority
RFP# 20231128
Mobile Harbor Crane(s)

PART I INTRODUCTION

A. Purpose and Background

Manatee County Port Authority (MCPA) is seeking proposals to provide one Mobile Harbor Crane (Crane) with an option to purchase a second Mobile Harbor Crane suitable for port operations at SeaPort Manatee in Palmetto, Florida, as defined in this Request for Proposal (RFP) document. This document provides instructions for submitting proposals, the procedure, and criteria by which the awarded Proposer will be selected and the terms which will govern the relationship between the MCPA and the awarded Proposer.

The crane(s) will be funded in part from:

Florida Department of Transportation (FDOT) – Contract # G2H43. See **PART IX** of this RFP to review the Public Transportation Grant Agreement and related State of Florida requirements. By submitting a proposal to this RFP, Proposers agree that they shall comply with all applicable provisions of the grant.

B. General Provisions

1. From the time this RFP is issued until award notification is made, all contact with MCPA regarding this RFP must be made through the aforementioned RFP Coordinator. No other person/ Port employee is empowered to make binding statements regarding this RFP. Violation of this provision may lead to disqualification from the bidding process, at MCPA's discretion.
2. Issuance of this RFP does not commit MCPA to issue an award or to pay expenses incurred by a Proposer in the preparation of a response to this RFP.
3. All proposals should adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by MCPA. Proposals are to follow the format and respond to all questions and instructions specified below in the "Proposal Submission Requirements" section of this RFP.
4. Proposers shall take careful note that in evaluating a proposal submitted in response to this RFP, MCPA will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous history with the Proposer (if any). MCPA also reserves the right to consider other reliable references and publicly available information in evaluating a Proposer's experience and capabilities.
5. The proposal shall be signed by a person authorized to legally bind the Proposal.
6. The RFP and the selected Proposer's proposal, including all appendices or attachments, shall be the basis for the final award, as determined by MCPA.

7. Following announcement of an award decision, all submissions in response to this RFP will be considered public records available for public inspection pursuant to Chapter 119, Florida Statutes.
8. MCPA, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP. MCPA reserves the right to reject all response to this RFP.
9. All applicable state and federal laws, whether or not herein contained, shall be included by this reference. It shall be the Proposer's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

All interested and qualified parties are invited to submit bids in response to this RFP. Qualified parties must use the form provided in **Part III - Appendix C**, Qualifications and Experience Form, to demonstrate that the Proposer has completed at least three (3) similar projects within the past five years which reflect experience and expertise needed in performing the functions described in the "General Specifications" portion of this RFP.

D. Number of Awards

MCPA anticipates making one award as a result of this RFP process.

PART II SPECIFICATIONS OF CRANE TO BE PROVIDED

GENERAL SPECIFICATIONS

MCPA requires one mobile harbor crane of 124 metric-ton nominal capacity which is suited for port operations in a marine environment for use in container/spreader loading and unloading operations. The crane must be mobile and equipped with rubber tires, feature level luffing, and include an enclosed cabin and staircase. The crane must be capable of simultaneous and independent operations of slewing, main hoist, and boom hoist motions under full load and speed. The crane must have the capability to lift containers of 41 metric tons (90,389 lbs.) while at a 141-ft (43 meter) working radius when operating.

MCPA requires the following elements to be provided and conditions to be satisfied with the proposed Crane. All the specifications described within this RFP shall be included in the base offer for the crane and not listed as options.

A. Load Performance

The Crane shall be offered in a container handling configuration for spreader operations with the following maximum capacity and corresponding radius as measured from the center of the tower:

1. Container Capacity: at least 41 metric tons at 141 feet (43 meters)
2. Max Hook Load: at least 124 metric tons
3. Max Working Radius: at least 164 feet (50 meters)

B. Primary Components

1. An elevated and enclosed cabin height of at least 23 meters.
2. A boom pivot point on the tower of at least 20 meters.
3. Cabin monitors indicating load under hook and the working radius.
4. The crane shall have a lifetime classification for container operation (single lift) of A8 for less than 41 metric ton loads and a classification of A3 for heavy-load operations of less than 125 metric ton loads.
5. Computerized overload safety device (e.g., LMI).
6. Auxiliary power compatibility with the available shore power (e.g., 100AMP/250VDC).
7. Appropriate lighting for night-time operation.
8. Diesel powered prime mover in compliance with tier 4 emissions standards.
9. Major machinery, wire rope drums and electrical control equipment must be located within weather resistant enclosures or cowlings.
10. Lifting speeds of up to 120 meters/minute.
11. Crane shall be equipped to control acceleration/deceleration electronically to avoid shocks to boom structure, wire, and load.
12. A geared winch for heavy and light loads.
13. Must have rubber tires and either individually controlled and steerable wheel sets, or, steerable axle sets. Regardless of steering configuration, the most important feature that the crane must possess is the ability to 'crab' (i.e., the ability to move omnidirectionally).
14. Metered counter for the engine operating hours.
15. Fault-finding data recording system.

16. Remote diagnostics modem GSM or equivalent.
17. Obstacle beacon(s).
18. Automatic lubrication system(s) for rope pulleys and chassis.
19. Controlled rotation head block.
20. Machinery space shall be equipped with a fixed and/or semi-portable fire suppression system.
21. Operator cab shall be equipped with a fire extinguisher.
22. Crane shall have a remote-control unit for moving the crane while the operator is outside of the cabin or on the wharf.
23. Equipment for motor grab operation, with rated power up to 54 kW.
24. Initial Starter Package (i.e., maintenance items, spare parts; e.g., fuel filter(s), air intake filter(s), SCR filter(s), filter mat(s), filter element(s), wiper blades, saddle stub set(s), carbon brush(s), etc.).

C. Chassis Configuration and Load Distribution

Crane must meet capacity requirements (Load Performance) while operating within the load limits for Berths 4, 5, 9, 12 and 14. Load Rating Maps are posted on the following website:

<https://www.dropbox.com/scl/fo/2f44h9smzlbwa0s7gt6ja/h?rlkey=sp3ofm7jh99fok5zeanz67ayg&dl=0>

D. Amenities

Operator cabin amenities to include:

1. Heated and air conditioned
2. Cab mounted UHF Radio transceiver
3. AM/FM/CD/AUX/MP3 Radio Head Unit
4. Weatherproof enclosures
5. Noise insulation
6. Safety glass
7. PA system (Public Address system)
8. Under boom tip camera for operator view

E. Automatic Container Spreader

Included in the offer price shall be an automatic and fully telescoping container spreader featuring:

1. Telescoping capability to 20' - 40'
2. Lifting capacity of 41 metric tons evenly loaded
3. Spreader communication

F. External Power

Included in the offer price shall be external power supply with cable reel featuring:

1. Sufficient length of cable to reach a shore power pedestal 400 feet away
2. Ability to connect to a 4 kV (4160V) transformer

G. Features that Reduce Environmental Impact

The Proposer shall describe in detail any features related to fuel efficiency and/or options that reduce the environmental impact of the crane (e.g., regenerative braking).

H. Installation and Assembly

The delivery vessel's gear must be used to unload the Crane and related components from the vessel. Cranes must be delivered fully erected (i.e., no major assembly required).

I. Training

MCPA requires that the bid proposal include the training and commissioning of no less than five designated representatives from MCPA on the operation and maintenance of the Crane. Maintenance is to include all safety inspections and hours of service parts replacements. At least three full sets of operator's manuals and service and maintenance manuals must be provided. A spare parts catalog must be provided. A full set of schematics and drawings must be provided.

J. Paint and Markings

MCPA requires that the SeaPort Manatee logo be placed on the Crane at the Proposer's expense. This logo is pictured in **PART VIII – SeaPort Manatee Logo**.

With the exception of high-heat components, all areas of the Crane and lifting device rotator to be painted shall be coated with a system appropriate for the marine environment. Paint system and thickness shall be described in detail in an attached document.,

K. Technical Assistance

MCPA requires that the Proposer attach to the bid proposal a statement that describes the technical assistance that will be provided for post-sales maintenance and service. This should include the location of the technicians and details of the level of technical assistance. This should include any remote service products and remote application updates to support maintenance operations and crane operations.

L. Spare Parts

The Proposer shall provide a price list of recommended spare parts for the Crane. This list shall be sufficient to describe the extent of consumable spare parts required in one (1) year or 2,000 hours of service (first occurrence).

M. Delivery Date/Method

The Proposer shall specify the number of calendar weeks from the notice of award of bid that will be required for delivery of the Crane to SeaPort Manatee. This will determine the Delivery Date, which will be included in the notice of award of bid. Ten (10) days' notice shall be provided to MCPA once the delivery is underway, to confirm the Delivery Date. If the Crane is late in delivery, MCPA reserves the right to deduct \$1,500/day from the Proposer's price for each day after the fifth (5th) day the Crane is late in delivery.

The Crane shall be shipped **DDP (Delivered Duty Paid)** as described in Incoterms 2023. In addition, the Vendor will be responsible for Insurance, and Unloading at Destination. MCPA is exempt from the payment of Florida sales tax and has been issued **Consumer's Certificate of Exemption Number 85-8012622206C-6**, with an expiration date of December 31, 2027.

The Crane shall be unloaded at SeaPort Manatee, Southport Container Terminal, Berth 12 or Berth 14, with a street address of Del Monte Way, Palmetto, FL 34221. The Vendor will contact MCPA's Representative 72 hours prior to delivery with an estimated time of arrival.

N. Determination of Compliance with Specifications

RFP Coordinator (or his designee) will be responsible for assuring that the delivered Crane complies with the successful Proposer's bid proposal. The RFP Coordinator (or his designee) will perform a thorough examination and make the final determination as to the compliance of the Crane with these specifications.

This examination will take place on the Delivery Date. If the Crane is delivered prior to the Delivery Date, MCPA will attempt to perform its examination on the date of delivery, however, shall remain under no formal obligation to do so. If the Crane is delivered after 12:00 p.m. on the Delivery Date, MCPA shall perform its examination of the Crane and make final determination as to its compliance with these specifications within five Business Days of the actual date of delivery. Business Days shall only include Monday through Friday, excluding any national holidays observed by MCPA.

O. Warranty

MCPA is requiring a manufacturer's warranty, to include parts and labor, of no less than one full year (12 months) from the date the crane is delivered and commissioned.

P. On Call Service

Have the ability to provide on-call service to the location of the Crane.

PART III KEY RFP EVENTS

A. Questions

1. General Instructions

- a. It is the responsibility of all Proposers and other interested parties to examine the entire RFP and to seek clarification, in writing, if they do not understand any information or instructions.
- b. Proposers and other interested parties should use the form contained in **PART VII - Appendix E** – Submitted Questions Form – for submission of questions.
- c. The Submitted Questions Form must be submitted by e-mail and received by the RFP Coordinator, identified on the cover page of this RFP, as soon as possible but no later than the date and time specified on the RFP cover page.
- d. The transmittal e-mail submitting the Submitted Questions Form must include the RFP Number and RFP Title in the subject line of the e-mail. MCPA assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.

2. Question & Answer Summary

Responses to all questions will be compiled in writing and posted on the following website no later than seven (7) calendar days prior to the proposal due date: www.DemandStar.com or www.seaportmanatee.com. It is the responsibility of all interested parties to go to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered binding.

3. Amendments

All amendments released in regard to this RFP will also be posted on the following website: www.DemandStar.com or www.seaportmanatee.com. It is the responsibility of all interested parties to go to this website to obtain amendments. Only those amendments posted on this website are considered binding.

4. Submitting the Proposal

- a. **Proposals Due:** Proposals must be received no later than 11:59 p.m. local time, on the date listed on the cover page of this RFP, at which point they will be opened. Proposals received **after** the 11:59 p.m. deadline will be **rejected** without exception.
- b. **Delivery Instructions:** Proposal submissions are to be submitted on www.DemandStar.com or emailed to dstufflebeam@seaportmanatee.com. MCPA assumes no liability for assuring accurate/complete e-mail transmission and receipt.
- c. **Proposal Packages:** Completed proposal packages must include the following four (4) files:

- i. **File #1, Cover Forms:** *PDF format preferred*
Proposal Cover Page (**Appendix A**)
Debarment, Performance and Non-Collusion Certification (**Appendix B**)
Public Contracting and Environmental Crimes Certification (**Appendix F**)
- ii. **File #2, References:** *PDF format preferred*
Organization Qualifications and Experience (**Appendix C**)
- iii. **File #3, Proposer's Proposal:** *PDF format preferred*
Proposer's proposal
- iv. **File #4, Cost Proposal Form:** *PDF format preferred*
Cost Proposal (**Appendix D**)

PART IV PROPOSAL SUBMISSION REQUIREMENTS

This section contains instructions for Proposers to use in preparing their proposals. The Proposer's proposal must follow the outline used below. Failure to use the outline specified in this section, or to respond to all questions and instructions throughout this document, may result in the proposal being disqualified as non-responsive or receiving a reduced score. MCPA, and its evaluation team for this RFP, has sole discretion to determine whether a variance from the RFP specifications should result in either disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in this RFP will, at best, be considered minimally responsive. MCPA seeks detailed yet succinct responses that demonstrate the Proposer's experience and ability to perform the requirements specified throughout this document.

A. Proposal Package Format

1. All electronic documents should be formatted for printing as formatting will not be adjusted prior to printing and reviewing these documents.
2. The Proposer may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated.
3. Include any forms provided in the submission package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in the RFP.
4. It is the responsibility of the Proposer to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of MCPA's evaluation review team, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.

B. Proposal Package Contents

1. File #1, Cover Forms:

- a. The Proposer should complete and submit the "Proposal Cover Page" provided in **PART VII - Appendix A** of this RFP and provide it with the Proposer's proposal. It is important that the cover page show the specific information requested, including Proposer address(es) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into obligations on behalf of the Proposer.
- b. The Proposer should complete and submit the "Debarment, Performance and Non-Collusion Certification" Form provided in **PART VII - Appendix B** of this RFP. Failure to provide this certification may result in the disqualification of the Proposer's proposal, at the discretion of MCPA.
- c. The Proposer should complete and submit the "Public Contracting and Environmental Crimes Certification" provided in **PART VII - Appendix F** of this RFP.

2. **File #2, References:** The Proposer should complete and submit the "Qualifications and Experience Form" provided in **PART VII - Appendix C** of this RFP. The Proposer is to include three examples of projects which demonstrate previous sales for mobile harbor

cranes.

3. File #3, Proposer's Proposal:

a. Section I Organization Qualifications and Experience

- i. **Overview of the Organization.** A general overview of the Proposer's organization.
- ii. **Licensure/Certification.** Provide documentation of any applicable licensure/certification or any specific credentials required to provide the proposed Crane.
- iii. **Certificate of Insurance.** Provide a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Proposer's general liability, professional liability and any other relevant liability insurance policies that might be associated with building the Crane.

b. Section II Proposed Services

- i. **Crane to be Provided.** Discuss the General Specifications referenced above in **Part II** of this RFP and what the Proposer will offer.
- ii. **Specifications.** Provide the technical specifications for the proposed Crane. Provide a statement detailing any deviations from the specifications outlined in the RFP.
- iii. **Implementation - Work Plan.** Provide a realistic work plan from the notice of award through the Date of Delivery. Display the work plan in a timeline chart. Concisely describe each task, the month it will be carried out and the person or position responsible for each task.

4. File #4, Cost Proposal Form: The Proposer should complete and submit the "Cost Proposal Form" provided in **PART VII - Appendix D** of this RFP. Proposers shall provide three prices: (a) the cost of one mobile harbor crane per the specs of this RFP; (b) the cost of a second mobile harbor crane; and (c) extended warranty fee. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in the exclusion of the proposal from consideration, at the discretion of MCPA.

- a. The Proposer must submit a cost proposal that covers the entire cost of the Crane as specified in this RFP.
- b. The cost proposal shall include the costs necessary for the Proposer to fully comply with the terms and conditions and RFP requirements.
- c. No costs related to the preparation of the proposal for this RFP may be included in the proposal. Only costs to be incurred after the effective date that are specifically related to the implementation of award may be included.
- d. Currency. All bid proposal prices are to be in U.S. Dollars. Invoices will be paid in U.S. Dollars.

PART V PROPOSAL EVALUATION AND SELECTION

Evaluation of the submitted proposals shall be accomplished as follows:

A. Evaluation Process - General Information

1. An evaluation team, comprised of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
2. Officials responsible for making decisions on the selection of a vendor shall ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals.
3. MCPA reserves the right to communicate and/or schedule interviews/presentations with Proposers if needed to obtain clarification of information contained in the proposals received, and MCPA may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. Interviews/presentations are not required, and changes to proposals will not be permitted during any interview/presentation process. Therefore, Proposers should submit proposals that present their rates and other requested information as clearly and completely as possible.
4. Bid Evaluation and Selection: Evaluation will be based on the bid form criteria below.

B. Evaluation Criteria and Process

1. **Scoring Weights:** The score will be based on a 100-point scale and will measure the degree to which each proposal meets the following criteria.
 - a. **Criteria I.** Organization Qualifications and Experience (50 points)
 - b. **Criteria II.** Specifications and Cost Proposal (50 points)
2. **Negotiations:** MCPA reserves the right to negotiate with the successful Proposer to finalize a Purchase Order. Such negotiations may not significantly vary the content, nature, or requirements of the proposal or MCPA's RFP to an extent that may affect the price of goods or services requested.

C. Selection and Award

1. The final approval regarding the award of the Vendor will be made by the Manatee County Port Authority during a board meeting.
2. Notification of vendor selection or non-selection will be made in writing by MCPA.
3. Issuance of this RFP in no way constitutes a commitment by MCPA to award a Vendor, to pay costs incurred in the preparation of a response to this request, or to pay costs incurred in procuring supplies, physical space, personnel or any other costs incurred by the Proposer.
4. MCPA reserves the right to reject any and all proposals.

PART VI ADMINISTRATION AND CONDITIONS

A. Purchase Order

1. Allocation of funds is final upon successful negotiation and issuance of a purchase order, subject to the review and approval of FDOT.
2. MCPA recognizes that the actual effective date depends upon completion of the RFP process, date of formal award notification, length of negotiation, and preparation and approval by FDOT and MCPA. Any appeals to MCPA's award decision(s) may further postpone the actual effective date, depending upon the outcome. The effective date listed in this RFP may need to be adjusted, if necessary, to comply with mandated requirements.

B. Standard Provisions

1. Payments and Other Provisions

MCPA anticipates paying the Vendor on the basis of net 45 payment terms, following delivery and acceptance of the Crane, and the receipt of an accurate and acceptable invoice. If the Proposer requires a partial advance payment or down payment, request must be made to the RFP Coordinator. An invoice will be considered accurate and acceptable if it contains a reference to the Purchase Order number, contains correct pricing information relative to the Proposal, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within this RFP.

2. Warranty

For a period of no less than one (1) full year following Crane Delivery and Acceptance (the "Warranty period"), Vendor unconditionally warrants and guarantees that the Crane shall be free from all defects discovered during the Warranty period. The Vendor's obligation will be to repair or replace the Crane or refund the purchase price. The decision whether to repair, replace, or refund the purchase price (including shipping) will be MCPA's sole decision. The options are defined as follows:

- a. Replacement will be with a new Crane matching the specifications within this RFP.
- b. Reimbursement will be for the total purchase price of the Crane including the cost of returning the Crane.
- c. All repair costs, including the cost of transporting the Crane, will be borne by the Vendor. All repairs will be warranted free from defects in parts and workmanship for a one-year period following the repair.

The Vendor hereby assigns to MCPA the right to enforce all manufacturer's warranties or guarantees on the Crane.

The Vendor agrees that the warranty obligations provided by this Agreement shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessations of operations of the Vendor.

In the event of a breach of Vendor's warranty obligations, MCPA shall notify Vendor in writing of the breach and grant Vendor 30 days to cure the breach. Should Vendor fail to cure the breach, MCPA may pursue whatever remedies may be available.

3. Delivery and Acceptance

Time is of the essence in the delivery of the Crane. The Vendor shall execute the work continuously and diligently. Delivery of the Crane shall occur in accordance with the terms and conditions outlined in the RFP.

- a. Production of the Crane shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- b. The Vendor will contact MCPA's Representative 72 hours prior to delivery with an estimated time of arrival.
- c. The Crane furnished under this RFP shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the Crane.
- d. When the Crane is delivered, certificates or releases signed by MCPA Representatives are understood to be a simple acknowledgment of receipt of the Crane only and will NOT constitute an acceptance of the condition of the Crane or their conformance with the terms and conditions of the RFP specifications.
- e. Following delivery and commissioning, MCPA may conduct such tests as may be required to determine to its own satisfaction that the Crane appears to be in conformance with the terms, conditions, and requirements of the Agreement specifications.
- f. Acceptance shall occur following final inspection by an authorized MCPA Representative, receipt of the titles and all requested documentation. The Vendor will be notified, in writing, of acceptance/non-acceptance within fifteen calendar (15) days of delivery to the location specified in this RFP.

4. Claims and Disputes

Any and all protest shall be handled in accordance with the Manatee County Port Authority Procurement Policy, Section 2.02.02(f). A copy of the Policy is posted on the following website:

https://www.seaportmanatee.com/wp-content/uploads/2021/06/052021_Final_Procurement_Policy.pdf

5. General Conditions to This Request for Proposals

To ensure acceptance, all Proposers submitting proposals to the Authority shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not complying with these conditions will be subject to rejection.

a. Property Rights

Any proposal received within the prescribed deadline becomes the property of the Authority and all rights to the contents therein become those of the Authority.

b. Confidentiality

After the deadline to submit proposals has passed, all proposals will be regarded as public records and will be subject to review by the public consistent with Chapter 119, Florida Statutes. Except as expressly provided below, any language purporting to render all of portions of the proposals confidential will be regarded as non-effective and will be disregarded. Pursuant to section 815.045, Florida Statutes, "trade secrets" as defined in section 812.081, Florida Statutes, are confidential and exempt from Florida's Public Records Law. Additionally, pursuant to section 119.0715, Florida Statutes, "trade secrets" as defined in sections 688.002, Florida Statutes, held by the Authority are confidential and exempt from said Public Records Law. As such, if Proposer considers any portion of its proposal or any other document or information provided to the Authority to be trade secret under sections 688.002 or 812.081, Florida Statutes, or otherwise confidential under Florida law, Proposer must clearly designate each specific portion of said record(s) as "trade secret" or otherwise confidential with statutory citation and explanation at the time of submission to the Authority with an affidavit certifying under oath to the truth of the statements in section 624.4213(1)(c)1. through 4., Florida Statutes, concerning all documents and information that are claimed to be trade secrets. Failure to do so will constitute a disclosure in the public domain and be deemed a waiver of any such claim to confidentiality. Proposer will be responsible for responding to and resolving all requests and claims for access to contract-related or other such materials Proposer has designated trade secret or otherwise confidential. If the Authority receives a public records request for records designated by Proposer as trade secret or otherwise confidential under Florida law, the Proposer will be responsible for taking the appropriate legal action in response to the request. If Proposer fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Authority will provide the materials to the requester. Without limiting any other indemnification provision(s) herein, Proposer will without limitation protect, defend, indemnify, and hold harmless the Authority for all claims, cases, actions, controversies, costs, fines, damages, fees, including but not limited to attorneys' fees, arising from or relating to Proposer's designation of materials as trade secret or otherwise confidential.

c. Amendments to Request for Proposals

The Authority reserves the right to amend this Request for Proposals by addenda before the final proposal submittal dates.

Each Proposer shall examine all Requests for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information

pertaining to the Request for Proposal shall be made in writing to the Authority. The Authority shall not be responsible for oral interpretations given by any Authority employee, representative, or agent. The issuance of a written addendum by the Authority is the only official method whereby interpretation, clarification or additional information can be given. Addenda shall be posted on the Authority's website (<https://www.seaportmanatee.com/>) or www.DemandStar.com.

It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the Authority to determine if addenda were issued and to acknowledge receipt of same on the Proposal Signature page.

d. Non-Commitment of the Authority and Proposal Expenses

This Request for Proposals does not commit the Authority to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract any services. All products used or developed in the execution of any contract resulting from this Request for Proposals will remain in the public domain at the completion of the contract.

All expenses for making proposals to the Authority are to be borne by the Proposer. No payment will be made for any responses received, or effort required of, or made by, the Proposer prior to contract commencement.

e. Code of Ethics and Conflicts of Interest

With respect to this Request for Proposals, if any Proposer violates, directly or indirectly, the ethics provisions of the Florida criminal or civil laws related to public procurement, including, but not limited to, Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to the Authority, and from submitting any future bids or proposals to supply goods or services to the Authority.

By submitting a proposal, the Proposer represents to the Authority that it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees. The Proposer further represents that no person having any interest shall be employed for said performance.

By submitting a proposal, the Proposer represents to the Authority that all statements made, and materials submitted are truthful, with no relevant facts withheld. If a Proposer is determined to have been untruthful in its proposal or any related presentation, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposals and may also be disqualified from furnishing future goods or services to the Authority, and from submitting any future bids or proposals to supply goods or services to the Authority.

f. Collusion

By offering a submission to this Request for Proposals the Proposer certifies the Proposer has not divulged to, discussed or compared his proposal with other Proposers and has not

colluded with any other Proposer or parties to this proposal whatsoever. Also, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to its own organization that in connection with this proposal:

- i. all prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;
- ii. all prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;
- iii. no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- iv. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and
- v. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

g. Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

To ensure compliance with the foregoing, Proposers desiring to contract with the Authority are required to execute and file with the Authority an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the Authority. The Proposer should complete and submit the "Public Contracting and Environmental Crimes Certification" provided in **PART VII - Appendix F** of this RFP.

h. Scrutinized Companies

Pursuant to section 287.135, Florida Statutes, Proposer certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it

does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal. Notwithstanding anything contained in this RFP to the contrary, the Authority may terminate any awarded contract immediately for cause if: (1) Proposer is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Proposer is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Proposer is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the Authority at law or in equity. The terms “Boycott of Israel” and “Business operations” used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

i. Foreign Countries of Concern

Pursuant to section 286.101, Florida Statutes, Proposer shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

For purposes of this section, “Foreign Country of Concern” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.

Proposer’s disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Proposer represents that within one (1) year before proposing any contract to the Authority, Proposer provided a copy of such disclosure to the Florida Department of Financial Services.

j. Identification Documents

Proposer agrees that it does not and will not, nor will it allow a subcontractor to, use any funds from the Authority for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

k. E-Verify

The Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of the contract. Proposer shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new

employees hired by the subcontractor during the contract term.

I. Lobbying

After the issuance of any Request for Proposal, prospective Proposers, or any agent, representative or person acting at the request of such Proposer shall not contact, communicate with, or discuss any matter relating in any way to the Request for Proposal with any officer, agent, or employee of the Authority other than the person named on page one of this document or as directed in the Request for Proposal. This prohibition includes the act of carbon copying officers, agents or employees of the Authority on email correspondence. This requirement begins with the issuance of a Request for Proposal and ends upon execution of the final Agreement or when the Request for Proposal has been cancelled.

m. Equal Employment Opportunity

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, the Authority hereby notifies all prospective Proposers that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

n. Americans with Disabilities Act

The Authority does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on page one of this document at least twenty-four (24) hours in advance of the activity to request accommodations.

o. Withdrawal of Proposal

A proposal may be withdrawn prior to the deadline for proposal submission as identified on page one of this document, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the deadline for submission of the proposal.

p. Proposals from Related Parties/Multiple Proposals Received from One Proposer

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one Proposer, such proposals shall be deemed non-responsive. Related parties mean Proposers or the principals thereof, which have a direct or indirect ownership interest in another Proposer for the same contract or in a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another bidder or Proposer for the same contract.

q. Add/Delete Services

The Authority reserves the right to unilaterally add or delete services, either collectively or individually, at the Authority's sole discretion, at any time after award has been made as

may be deemed necessary or in the best interest of the Authority. In such case, the Proposer will be required to provide services to this contract in accordance with the terms, condition, and specifications.

The Authority reserves the right to request additional services relating to the Agreement from the Proposer. When approved by the Authority as an amendment to the contract and authorized in writing, the Proposer shall provide such additional requirements as may become necessary.

r. Bid Protest

Any and all protest shall be handled in accordance with the Manatee County Port Authority Procurement Policy, Section 2.02.02(f).

s. Nondiscrimination

The Agreement awarded as a result of this Request for Proposals will be awarded without discrimination based on race, color, religion, age, sex, sexual preference, or national origin, in full compliance with the applicable state and federal law. In accordance with section 287.134, F.S., Proposers certify that they have not been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

t. Proposer Selection and Agreement Negotiations

A Proposer must be authorized to transact business in the State of Florida. This selection process and any resulting agreement shall be in accordance with all applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County and Manatee County Port Authority Policies. Proposers shall comply with local, state, and federal directives, orders, regulations, and laws as applicable to this proposal and subsequent contract, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSFIA.

The selection of a Proposer shall be made by the Authority in accordance with the selection criteria contained above and in accordance with the schedule detailed above. Any ties will be resolved in accordance with the Manatee County Port Authority Procurement Policy, Section 2.02.02(e).

u. Proposer Selection and Preference

Pursuant to section 287.05701, Florida Statutes, as may be amended, the Authority may not request documentation of or consider any of Proposer's social, political, or ideological interests when determining if Proposer is a responsible Proposer, nor may the Authority give preference to any Proposer based on Proposer's social, political, or ideological beliefs.

PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS

- A. Appendix A – Proposal Cover Page**
- B. Appendix B – Debarment, Performance and Non-Collusion Certification**
- C. Appendix C – Qualifications and Experience Form**
- D. Appendix D – Cost Proposal Form**
- E. Appendix E – Submitted Questions Form**
- F. Appendix F – Public Contracting and Environmental Crimes Certification**
- G. Appendix G – Drug-Free Workplace Certificate (Optional)**

Manatee County Port Authority
PROPOSAL COVER PAGE
RFP# 20231128
Mobile Harbor Crane(s)

Proposer's Organization Name:			
Chief Executive - Name/Title:			
Tel:		E-mail:	
Headquarters Street Address:			
Headquarters City/State/Zip:			
<i>(Provide information requested below if different from above)</i>			
Lead Point of Contact for Proposal - Name/Title:			
Tel:		E-mail:	
Headquarters Street Address:			
Headquarters City/State/Zip:			

- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by MCPA or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Proposer's proposal.
- No attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a proposal.
- The above-named organization is the legal entity entering into the resulting Purchase Order with MCPA should they be the successful Proposer.
- The undersigned, having read and understood the Bidding Documents and examined the Project site and adjoining areas, and being familiar with the obstacles and conditions that will affect proposed Work, hereby offers and agrees to furnish all labor, products, and services needed to provide Work in accordance with the Bidding Documents.

- The undersigned is authorized to enter obligations on behalf of the above-named organization.

To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name (Print):	Title:
Authorized Signature:	Date:

APPENDIX B

Manatee County Port Authority
DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION
RFP# 20231128
Mobile Harbor Crane

Proposer's Organization Name:	
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By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on RFP's issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this Proposal been convicted of or had a civil judgment rendered against them for:*
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

Failure to provide this certification may result in the disqualification of the Proposer's proposal, at MCPA's discretion.

Name (Print):	Title:
Authorized Signature:	Date:

Manatee County Port Authority
QUALIFICATIONS AND EXPERIENCE FORM
RFP# 20231128
Mobile Harbor Crane(s)

Proposer's Organization Name:	
<p>Provide a description of at least three (3) similar projects that occurred within the past five years which reflect experience and expertise needed in performing the functions described in the "General Specifications" portion of this RFP. For each of the project examples provided, a contact person from the client organization involved should be listed, along with that person's telephone number and email address.</p>	

Project One	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

APPENDIX C (continued)

Project Two	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

Project Three	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

Manatee County Port Authority
COST PROPOSAL FORM
RFP# 20231128
Mobile Harbor Crane(s)

Proposer's Organization Name:	
<p>Provide three prices:</p> <ul style="list-style-type: none"> a) One price for one fully assembled crane assembled and delivered per RFP. The "Total Price of Crane" shall be the sum of the base price, shipping cost, fully erected, with all the specifications as listed in the RFP. b) One price for the option of a second crane ordered within three (3) months of the first crane with the same specs as the first crane. Both cranes, Crane 1 and Crane 2, will be shipped in one lot. c) The cost of extending the initial warranty period by an additional 12 full months. 	

a) Price of Crane #1	\$0.00
b) Price of Crane #2	\$0.00
c) Extended Warranty	\$0.00

APPENDIX E

Manatee County Port Authority
SUBMITTED QUESTIONS FORM
RFP# 20231128
Mobile Harbor Crane

Organization Name:	
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RFP Section & Page Number	Question

** If a question is not related to any section of the RFP, state “N/A” under “RFP Section & Page Number”.*
*** Add additional rows, if necessary.*

APPENDIX F

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Port Authority (the Port) by _____ [print individual's name and title] _____ for _____ [name of entity submitting sworn statement] whose business address is: _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a Port contract for public improvements, procurement of goods or services (including professional services) or a Port lease, franchise, concession or management agreement, or shall receive a grant of Port monies unless such person or entity has submitted a written certification to the Authority that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of the Port, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the Port, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an

individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the Port. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the Port.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PORT IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PORT DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 202____ by

Personally known to me OR produced identification _____. [Type
of identification]

My commission expires:

Notary Public Signature:

[Print, type or stamp Commissioned name of
Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

APPENDIX G

DRUG-FREE WORKPLACE CERTIFICATE (OPTIONAL)

Pursuant to Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed in the event that none of the tied bidders have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the work place, the company's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or who has pled.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

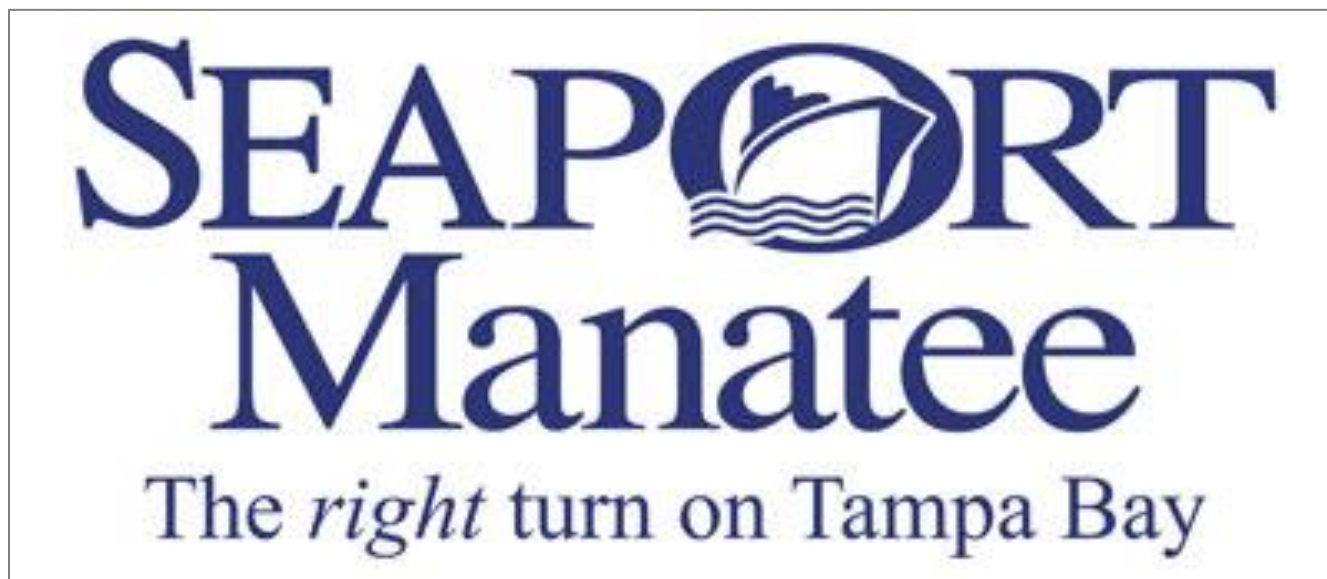
AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Printed Name

PART VIII SEAPORT MANATEE LOGO

SeaPort Manatee Logo shown Reflex Blue R49 G74 B127; #314A7F



SeaPort Manatee Logo shown in White R255 G255 B127; #FFFFFF



PART IX PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA)

DocuSign Envelope ID: 97319BBE-8992-43F0-94A8-34DD3AF26B88

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

Financial Project Number(s): (Item-segment-phase-sequence) <u>449793-1-94-01</u>	Fund(s): Work Activity Code/Function: <u>215</u> Federal Number/Federal Award Identification Number (FAIN) – Transit only: _____ Federal Award Date: _____ Agency SAM/UEI Number: _____	PORT <u>215</u>	FLAIR Category: <u>088794</u> Object Code: <u>751000</u> Org. Code: <u>55012020129</u> Vendor Number: <u>VF596000727160</u>
Contract Number: <u>G2H43</u>			
CFDA Number: <u>N/A</u>			
CFDA Title: <u>N/A</u>			
CSFA Number: <u>55.005</u>			
CSFA Title: <u>Seaport Grant Program</u>			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 05/11/2023 | 3:16 PM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and Manatee County Port Authority, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in SeaPort Manatee's mobile harbor crane initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
 - ☒ **Seaports**
 - ☐ **Transit**
 - ☐ **Intermodal**
 - ☐ **Rail Crossing Closure**
 - ☐ **Match to Direct Federal Funding (Aviation or Transit)**
 - ☐ **Other**
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ **Exhibit A: Project Description and Responsibilities**
- ☒ **Exhibit B: Schedule of Financial Assistance**
- ☐ ***Exhibit B1: Deferred Reimbursement Financial Provisions**
- ☐ ***Exhibit B2: Advance Payment Financial Provisions**
- ☐ ***Exhibit B3: Alternative Advanced Pay (Transit Bus Program)**
- ☐ ***Exhibit C: Terms and Conditions of Construction**
- ☒ **Exhibit D: Agency Resolution**
- ☒ **Exhibit E: Program Specific Terms and Conditions**
- ☒ **Exhibit F: Contract Payment Requirements**
- ☒ ***Exhibit G: Audit Requirements for Awards of State Financial Assistance**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 07/22

- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through April 30, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$5,000,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,500,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
 Local Government Audits/342
 111 West Madison Street, Room 401
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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- 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
 - c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- 16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.
- 17. Restrictions, Prohibitions, Controls and Labor Provisions:**
- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 - b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Manatee County Port Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: 

By: 

Name: George W. Knorr

Name: John Kubler, P.E.

Title: Chairman

Title: Director of Transportation Development

ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER

BY: 

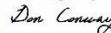
DEPUTY CLERK



STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review:

DocuSigned by:



Don Conway, Senior Attorney (as to legality and form)

DS


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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This Agreement provides for the Department's financial participation in SeaPort Manatee's mobile harbor crane initiative. The Agency owns two existing mobile harbor cranes which were purchased in 2007 and 2010. The average design life of cranes before major rebuilds becomes necessary is 15 years. Additional crane(s) will allow the Agency to supplement the existing fleet and provide redundancy during downtime(s), and also allow the Agency to handle multiple vessel operations simultaneously. Newer cranes are also projected to be more efficient and also result in less emissions during operations. The Project includes two components. The first and primary component is to purchase mobile harbor crane(s), which will use one of two procurement approaches:

Procurement Method 1: Purchase newer series 2022 Gottwald Generation 6 crane(s)

Procurement Method 2: Purchase new crane(s) from a vendor

A secondary component includes the procurement and installation of parts and components for mobile harbor crane(s).

B. Project Location (limits, city, county, map): Palmetto, Florida

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): There are two scope options for this PTGA. Scope 1 is associated with procurement method 1: Purchase newer series 2022 Gottwald Generation 6 crane(s). Scope 2 is associated with procurement method 2: Purchase new crane(s) from vendor.

Scope 1 (Procurement Method 1): This project includes the work required to complete the Crane activities described in the Project Description, including: mobile harbor cranes; mobile harbor crane parts and components (e.g., emission reductions parts / components); and painting.

Scope 2 (Procurement Method 2): This project includes the work required to complete the Crane activities described in the Project Description, including: assembly; commissioning; installation; mobile harbor cranes; mobile harbor crane parts and components (e.g., emission reductions parts / components); painting; procurement cost; testing and certification; and, transportation and delivery.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel costs are not allowed.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
449793-1-94-01	PORT	088794	2023	751000	55.005	Seaport Grant Program	\$2,500,000.00
449793-1-94-01	LF	088794	2023	-	-	Local Matching Funds	\$2,500,000.00
Total Financial Assistance							\$5,000,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$2,500,000.00	\$2,500,000.00	\$0.00	\$5,000,000.00	50.00	50.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$2,500,000.00	\$2,500,000.00	\$0.00	\$5,000,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
--	--

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Amanda Tyner

Department Grant Manager Name

DocuSigned by:
 Amanda Tyner
 Signature

03/02/2023 | 9:02 AM EST

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

Financial Project Number
449793-1-94-01
Contract Number G2H43

PA-23-14

A RESOLUTION BY THE MANATEE COUNTY PORT AUTHORITY APPROVING
AND AUTHORIZING THE EXECUTION OF THE PUBLIC TRANSPORTATION
GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION

WHEREAS, the State of Florida Department of Transportation (Department) has offered to enter into a Public Transportation Grant Agreement with the Manatee County Port Authority (Port Authority) to provide Department participation in procurement of a mobile harbor crane, and

WHEREAS, the Port Authority has the authority to enter into said Public Transportation Grant Agreement with the Department, and it is expedient and in the best interests of this Port Authority to approve and authorize the execution of the Public Transportation Grant Agreement.

NOW THEREFORE BE IT RESOLVED by the Manatee County Port Authority that:

1. The State of Florida Department of Transportation Public Transportation Grant Agreement, identified as State Grant Number G2H43 wherein the Department agrees to a maximum participation in the amount of \$2,500,000 is approved. The Chairman of the Port Authority, or, in the absence of the Chairman, any Vice Chairman of the Port Authority, is authorized to execute the Public Transportation Agreement on behalf of the Port Authority.
2. The Executive Director, or his authorized representative, is specifically authorized to enter into and execute any amendment or supplement to the Public Transportation Grant Agreement(s) (PTGA) for the limited purposes of scope changes, funding adjustments which do not require additional matching funds from the Authority, contract duration revisions, as well as Assurances, Certifications and other documents as may be required to support this project.
3. The Clerk of the Circuit Court of Manatee County, Florida, is authorized to cause two copies of this resolution to be certified for delivery to the Florida Department of Transportation.

ADOPTED with a quorum present and voting this the 25th day of April, 2023.

ATTEST: ANGELINA M. COLONNESO
CLERK OF CIRCUIT COURT

MANATEE COUNTY PORT
AUTHORITY

By: *Robin Dethlefs*

By:

[Signature]
Chairman



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**EXHIBIT E
 PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS**

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities** and **Exhibit "B", Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

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3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - d. Establish a Project account for the purchase of the land.
 - e. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

J. Inspection or verification and approval of deliverables. Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

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K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

L. Acquisition of Crane. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance** will be cost reimbursed using the following schedule, unless stated otherwise in **Exhibit "A", Project Description and Responsibilities**:

1. Sixty (60) percent after landside delivery and acceptance by the Agency.
2. Forty (40) percent after installation and commissioning has been completed.

-- End of Exhibit E --

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 01/23

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Grant Program

CSFA Number: 55.005

***Award Amount:** \$2,500,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Amanda.Tyner@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G2H43

2/23/2023

CONTRACT INFORMATION

Contract:	G2H43
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	COUNTY OF MANATEE
Vendor ID:	F596000727160
Beginning Date of This Agreement:	02/23/2023
Ending Date of This Agreement:	04/30/2027
Contract Total/Budgetary Ceiling:	ct = \$2,500,000.00
Description:	Mobile Harbor Crane Initiative

No funds have been encumbered.

Contract #G2H43 has been assigned in FLAIR with Budgetary Ceiling request.

Funds Approval(s) will be provided pursuant to the Method of Compensation in the Contract/Agreement.

NO FUNDS ARE APPROVED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 2/23/2023

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
 STRATEGIC
 DEVELOPMENT
 OGC 4/25/2023

Financial Project Number(s): <small>(Item-segment-phase-sequence)</small>	Fund(s):	DIS, PORT	FLAIR Category:
449793-1-94-01	Work Activity Code/Function:	215	Object Code: 751000
	Federal Number/Federal Award		Org. Code: 55012020129
	Identification Number (FAIN) – Transit only:		Vendor Number: VF596000727160
Contract Number: G2H43	Federal Award Date:		Amendment No.: 01
CFDA Number: N/A	SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.005			
CSFA Title: Seaport Grant Program			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on 10/02/2023 | 7:06 PM EDT, by and between the State of Florida, Department of Transportation ("Department"), and Manatee County Port Authority, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 5/11/2023 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to supplement FY23 state funding partial allocation in order to fully fund the state's match toward the purchase of the mobile harbor cranes. The Total Project Cost, Department financial participation, and Agency participation will increase.
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
 - ☐ Aviation
 - ☒ **Seaports**
 - ☐ Transit
 - ☐ Intermodal
 - ☐ Rail Crossing Closure
 - ☐ Match to Direct Federal Funding (Aviation or Transit)
 - (Note: Section 15 and Exhibit G do not apply to federally matched funding)
 - ☐ Other
3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
 - ☐ Exhibit A: Project Description and Responsibilities
 - ☒ Exhibit B: Schedule of Financial Assistance
 - *Exhibit B1: Deferred Reimbursement Financial Provisions
 - *Exhibit B2: Advance Payment Financial Provisions
 - *Exhibit C: Terms and Conditions of Construction
 - ☒ Exhibit D: Agency Resolution
 - ☐ Exhibit E: Program Specific Terms and Conditions
 - ☐ Exhibit F: Contract Payment Requirements
 - ☒ *Exhibit G: Financial Assistance (Single Audit Act)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ decreased by \$5,000,000 bringing the revised total cost of the project to \$10,000,000.

The Department's participation is X increased/ decreased by \$2,500,000. The Department agrees to participate in the Project cost up to the maximum amount of \$5,000,000, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Manatee County
Authority



By: [Signature]
Name: James Satcher
Title: Chairman

DocuSigned by:
[Signature]
By: E4ED33AA641427
Name: Nicole Mills, P.E.
Title: Director of Transportation Development

ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER
BY: [Signature]
DEPUTY CLERK

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

DocuSigned by:
[Signature]
Don Conway (as to legality and form)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 4/25/2023

EXHIBIT B**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
449793-1-94-01	PORT	088794	2023	751000	55.005	Seaport Grant Program	\$2,500,000.00
449793-1-94-01	LF	088794	2023	-	-	Local Matching Funds	\$2,500,000.00
449793-1-94-01	DIS	088794	2024	751000	55.005	Seaport Grant Program	\$2,500,000.00
449793-1-94-01	LF	088794	2024	-	-	Local Matching Funds	\$2,500,000.00
Total Financial Assistance							\$10,000,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$5,000,000.00	\$5,000,000.00	\$0.00	\$10,000,000.00	50.00	50.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$5,000,000.00	\$5,000,000.00	\$0.00	\$10,000,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity
 Line Item (ALI) (Transit Only)

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Amanda Tyner

Department Grant Manager Name

DocuSigned by:
 Amanda Tyner
 Signature

08/31/2023 | 8:28 AM EDT

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

Financial Project Number
449793-1-94-01
Contract Number G2H43

PA-23-26

A RESOLUTION BY THE MANATEE COUNTY PORT AUTHORITY APPROVING AND
AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION AMENDMENT TO
THE PUBLIC TRANSPORTATION AGREEMENT WITH THE FLORIDA DEPARTMENT
OF TRANSPORTATION

WHEREAS, the State of Florida Department of Transportation (Department) has offered to enter into a Public Transportation Amendment to the Public Transportation Grant Agreement with the Manatee County Port Authority (Port Authority) to provide Department participation in additional funding of mobile harbor cranes, and

WHEREAS, the Port Authority has the authority to enter into said Public Transportation Amendment to the Public Transportation Grant Agreement with the Department, and it is expedient and in the best interests of this Port Authority to approve and authorize the execution of the Public Transportation Amendment to the Public Transportation Grant Agreement.

NOW THEREFORE BE IT RESOLVED by the Manatee County Port Authority that:

1. The State of Florida Department of Transportation Public Transportation Amendment to the Public Transportation Grant Agreement, identified as State Grant Number G2H43 wherein the Department agrees to a maximum participation in the amount of \$5,000,000 is approved. The Chairman of the Port Authority, or, in the absence of the Chairman, any Vice Chairman of the Port Authority, is authorized to execute the Public Transportation Amendment to the Public Transportation Grant Agreement on behalf of the Port Authority.
2. The Executive Director, or his authorized representative, is specifically authorized to enter into and execute any amendment or supplement to the Public Transportation Grant Agreement(s) (PTGA) for the limited purposes of scope changes, funding adjustments which do not require additional matching funds from the Authority, contract duration revisions, as well as Assurances, Certifications and other documents as may be required to support this project.
3. The Clerk of the Circuit Court of Manatee County, Florida, is authorized to cause two copies of this resolution to be certified for delivery to the Florida Department of Transportation.

ADOPTED with a quorum present and voting this the 26th day of September, 2023.

ATTEST: ANGELINA M. COLONNESO
CLERK OF CIRCUIT COURT

Baruch Bishop

MANATEE COUNTY PORT
AUTHORITY

By:

Jim Latta
Chairman



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Grant Program

CSFA Number: 55.005

***Award Amount:** \$5,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Amanda.Tyner@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2H43

7/31/2023

CONTRACT INFORMATION

Contract:	G2H43
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	COUNTY OF MANATEE
Vendor ID:	F596000727160
Beginning Date of This Agreement:	05/11/2023
Ending Date of This Agreement:	05/10/2027
Contract Total/Budgetary Ceiling:	ct = \$5,000,000.00
Description:	Mobile Harbor Crane Initiative

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 7/31/2023

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A6
Object Code:	751000
Amount:	\$2,500,000.00
Financial Project:	44979319401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2024
Budget Entity:	55100100
Category/Category Year:	088794/24
Amendment ID:	S001
Sequence:	00
User Assigned ID:	AMD1
Enc Line (6s)/Status:	0002/04

Total Amount: \$2,500,000.00

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