

A meeting of the Manatee County Port Authority will be held during a Board of County Commissioner's meeting Tuesday, **January 28, 2025, at 9:00 a.m.**, or as soon as is practicable, **in the Patricia M. Glass Commission Chambers on the first floor of the County Administrative Center at 1112 Manatee Avenue West, Bradenton, Florida.**

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact Pam Wingo 48 hours in advance of the meeting by telephone (941) 721-2395 or by email at pwingo@seaportmanatee.com



MANATEE COUNTY PORT AUTHORITY

AGENDA

January 28, 2025

9:00 a.m.

The Manatee County Port Authority may take action on any matter during this meeting, including those items set forth within this agenda. The chairperson, at the option of the chairperson, may take business out of order if the chairperson determines that such a change in the agenda's schedule will expedite the business of the Port Authority.

1. CALL TO ORDER

2. Public Comments

3. Consent Agenda

Requests by Port Authority (items to be pulled from Consent Agenda)

4. Executive Director Comments

5. Commissioner Comments

6. Adjourn

According to Section 286.0105, Florida Statutes, any person desiring to appeal any decision made by the Port Authority with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based.

Mike Rahn, Chairman;
Dr. Bob McCann 1st Vice Chairman;
Amanda Ballard 2nd Vice-Chairman;
Tal Siddique 3rd Vice Chairman;
Jason Bearden, Member;
Carol Ann Felts, Member;
George Kruse, Member

January 28, 2025

3. CONSENT AGENDA

- A. Warrant List**
- B. Minutes – December 19, 2024**
- C. Budget Resolution**
- D. Contract for Professional Services with Ramba Law Group LLC**
- E. Public Transportation Grant Agreement – Security Vehicles and Surveillance Enhancements**
- F. Certification and Ranking for Radiation Portal Monitors Professional Services**
- G. Procurement of Crossties, Rock Ballast, Sub Ballast for the Construction of a Rail Switch and Rail Spur**
- H. Container Yard Phase 3 Professional Services Certification and Ranking**
- I. Port Security Surveillance Upgrades**

RECOMMENDATION:

Move to approve the Consent Agenda incorporating the language as stated in the recommended motions on the cover sheets for the Consent Agenda items.

Manatee County Port Authority
Warrant (Check) Listing
12/10/2024 to 01/13/2025

AP	XXXXXXX	V019302	ABBOTT, PAUL SCOTT	825.00
AP	XXXXXXX	V031902	ACCURATE ELECTRONICS INC	201.00
AP	XXXXXXX	V016081	AECOM TECHNICAL SERVICES INC	5,110.00
AP	XXXXXXX	V029295	AMAZON CAPITAL SERVICES INC	5,602.36
AP	XXXXXXX	V029295	AMAZON CAPITAL SERVICES INC	6,097.02
AP	XXXXXXX	V029295	AMAZON CAPITAL SERVICES INC	1,749.30
AP	XXXXXXX	V029295	AMAZON CAPITAL SERVICES INC	5,348.36
AP	XXXXXXX	V029295	AMAZON CAPITAL SERVICES INC	1,920.74
AP	XXXXXXX	V023321	AMERICAN EXPRESS TRAVEL RELATE	62.37
AP	XXXXXXX	V109641	AMERICAN RED CROSS	1,279.70
AP	XXXXXXX	V113719	APEX OFFICE PRODUCTS INC	247.94
AP	XXXXXXX	V023254	ARCPOINT LABS OF SARASOTA	55.00
AP	XXXXXXX	V118009	AT AND T	79.69
AP	XXXXXXX	V013140	AT AND T MOBILITY	111.09
AP	XXXXXXX	V032854	ATLANTIC RACK AND SHELVING INC	7,938.50
WT	XXXXXXX	V019189	BANK OF AMERICA	7,040.68
AP	XXXXXXX	V002730	BANK OF AMERICA	955.33
AP	XXXXXXX	V032709	BDI MARINE CONTRACTORS LLC	849,689.88
AP	XXXXXXX	V032709	BDI MARINE CONTRACTORS LLC	241,292.40
AP	XXXXXXX	V015400	BIG EARTH LANDSCAPE SUPPLY	5,383.87
AP	XXXXXXX	V385114	BILL HALFACRE INC.	106,674.31
AP	XXXXXXX	V009839	BRYANT MILLER AND OLIVE PA	32,767.26
AP	XXXXXXX	P000029	CARRILLO-GUERRA, JDOLORES	130.00
AP	XXXXXXX	V029174	CHARTER COMMUNICATIONS	1,099.10
AP	XXXXXXX	V029174	CHARTER COMMUNICATIONS	129.99
AP	XXXXXXX	V029174	CHARTER COMMUNICATIONS	604.98
AP	XXXXXXX	V029174	CHARTER COMMUNICATIONS	159.98
AP	XXXXXXX	V029174	CHARTER COMMUNICATIONS	1,099.10
AP	XXXXXXX	V021377	CINTAS CORPORATION	374.78
AP	XXXXXXX	V021377	CINTAS CORPORATION	188.48
AP	XXXXXXX	P000388	CONRAD, CURTIS S	130.00
AP	XXXXXXX	V032895	CONSOLIDATED LAND SERVICES INC	94,815.76
AP	XXXXXXX	V006291	DEX IMAGING INC	138.29
AP	XXXXXXX	V006291	DEX IMAGING INC	68.60
AP	XXXXXXX	V282890	DISCOUNT LOCK AND KEY INC	651.00
AP	XXXXXXX	V282890	DISCOUNT LOCK AND KEY INC	63.00
AP	XXXXXXX	V025612	DYNAFIRE INC	6,940.00
AP	XXXXXXX	V000096	ELECTRIC SUPPLY OF TAMPA INC	93.95
AP	XXXXXXX	V005537	ESL POWER SYSTEMS INC	9,874.03
AP	XXXXXXX	V323190	FASTENAL COMPANY	331.63
AP	XXXXXXX	V030452	FIVE STAR PAINTING OF BRADENTO	5,000.00
ZP	XXXXXXX	L333009	FLEET PRODUCTS	1,302.48
ZP	XXXXXXX	L333009	FLEET PRODUCTS	87.72
ZP	XXXXXXX	L333009	FLEET PRODUCTS	15.36
AP	XXXXXXX	V334298	FLORIDA MUNICIPAL INSURANCE TR	270,392.75
AP	XXXXXXX	V019619	FLORIDA POWER AND LIGHT COMPAN	68,169.89

Manatee County Port Authority
Warrant (Check) Listing
12/10/2024 to 01/13/2025

AP	XXXXXXX	V019619	FLORIDA POWER AND LIGHT COMPAN	84,309.72
AP	XXXXXXX	V019619	FLORIDA POWER AND LIGHT COMPAN	28.49
AP	XXXXXXX	V019619	FLORIDA POWER AND LIGHT COMPAN	7,014.39
AP	XXXXXXX	V021937	FRONTIER COMMUNICATIONS OF FLO	81.86
AP	XXXXXXX	V021937	FRONTIER COMMUNICATIONS OF FLO	4,730.57
AP	XXXXXXX	V021937	FRONTIER COMMUNICATIONS OF FLO	81.86
AP	XXXXXXX	V020807	GENUINE AUTOMOTIVE	1,546.27
AP	XXXXXXX	V020807	GENUINE AUTOMOTIVE	561.42
AP	XXXXXXX	V020807	GENUINE AUTOMOTIVE	503.61
AP	XXXXXXX	V020807	GENUINE AUTOMOTIVE	818.85
AP	XXXXXXX	V380789	GOODYEAR COMMERCIAL TIRE AND	10,450.16
AP	XXXXXXX	V020114	GOOLJAR MUTIS AND LOMBANA LLC	3,500.00
AP	XXXXXXX	V385628	GRAINGER INC, W W	1,021.80
AP	XXXXXXX	V007986	GREATER TAMPA BAY MARINE ADVIS	1,666.66
AP	XXXXXXX	V007986	GREATER TAMPA BAY MARINE ADVIS	833.33
AP	XXXXXXX	P000401	GUADALUPE, GABRIEL	130.00
AP	XXXXXXX	V013868	HARDEN SUPPLY LLC	2,113.79
AP	XXXXXXX	V013868	HARDEN SUPPLY LLC	301.55
AP	XXXXXXX	V013868	HARDEN SUPPLY LLC	634.50
AP	XXXXXXX	V013868	HARDEN SUPPLY LLC	16,604.46
AP	XXXXXXX	V033562	HARTLEY AERIAL SERVICES LLC	1,100.00
AP	XXXXXXX	V023500	HOME DEPOT CREDIT SERVICES	2,993.72
AP	XXXXXXX	V023500	HOME DEPOT CREDIT SERVICES	9.97
AP	XXXXXXX	V464010	HOWCO ENVIRONMENTAL SERVICES	250.00
AP	XXXXXXX	P000431	HUTCHESON, NICHOLAS	130.00
AP	XXXXXXX	V011539	INTERSTATE BATTERIES OF SARASO	2,652.20
AP	XXXXXXX	V004875	J2 ARTS INC	395.00
AP	XXXXXXX	V493800	JOHNSON PRINTING	329.98
AP	XXXXXXX	V520115	KIMBALL MIDWEST	141.60
AP	XXXXXXX	V520115	KIMBALL MIDWEST	242.24
WT	XXXXXXX	V032482	KONECRANES GMBH	7,561,566.52
AP	XXXXXXX	P000390	LAKIN, JORDAN R	130.00
AP	XXXXXXX	V000423	LEWIS LONGMAN AND WALKER PA	21,575.80
AP	XXXXXXX	V013723	LOGISTEC USA INC	7,000.00
AP	XXXXXXX	V004489	LOWES HOME CENTER INC	478.30
AP	XXXXXXX	V004489	LOWES HOME CENTER INC	126.19
AP	XXXXXXX	V004489	LOWES HOME CENTER INC	491.22
AP	XXXXXXX	V004489	LOWES HOME CENTER INC	505.14
AP	XXXXXXX	V024291	MACKAY COMMUNICATIONS INC	193.57
AP	XXXXXXX	V024291	MACKAY COMMUNICATIONS INC	17.72
AP	XXXXXXX	V625403	MAINTENANCE TOO PAPER CO INC	515.83
AP	XXXXXXX	V625403	MAINTENANCE TOO PAPER CO INC	660.88
AP	XXXXXXX	V625403	MAINTENANCE TOO PAPER CO INC	760.61
AP	XXXXXXX	V004140	MANATEE COUNTY PUBLIC WORKS DE	10,099.18
AP	XXXXXXX	V004140	MANATEE COUNTY PUBLIC WORKS DE	4,636.29
AP	XXXXXXX	V004140	MANATEE COUNTY PUBLIC WORKS DE	2,862.71

Manatee County Port Authority
Warrant (Check) Listing
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AP	XXXXXXX	V004140	MANATEE COUNTY PUBLIC WORKS DE	806.14
AP	XXXXXXX	V004140	MANATEE COUNTY PUBLIC WORKS DE	8,092.55
AP	XXXXXXX	V000259	MANATEE SPORTS UNLIMITED	849.02
AP	XXXXXXX	V032200	MANGROVE POINT MITIGATION BANK	164,000.00
AP	XXXXXXX	B501004	MARTIN MARIETTA AGGREGATES	4,976.21
AP	XXXXXXX	V022877	MCGUIRE ELECTRIC INC	41,535.00
AP	XXXXXXX	V030657	MUCK RACK LLC	5,000.00
AP	XXXXXXX	P000341	NOGUERA, JOHNATHAN	130.00
AP	XXXXXXX	B005189	NORD-SUD SHIPPING, INC	5,810.63
AP	XXXXXXX	V027384	NORTH RIVER SMALL ENGINE LLC	1,145.65
AP	XXXXXXX	V028053	ORKIN LLC	1,381.73
AP	XXXXXXX	V028053	ORKIN LLC	1,369.73
AP	XXXXXXX	V708015	OTIS ELEVATOR	4,322.65
AP	XXXXXXX	V014691	PALMDALE OIL COMPANY INC	1,695.28
AP	XXXXXXX	V014691	PALMDALE OIL COMPANY INC	926.67
AP	XXXXXXX	V014691	PALMDALE OIL COMPANY INC	1,370.05
AP	XXXXXXX	V014691	PALMDALE OIL COMPANY INC	2,745.73
AP	XXXXXXX	V014691	PALMDALE OIL COMPANY INC	2,722.29
AP	XXXXXXX	V026028	PARATEC DOOR SOLUTIONS INC	4,933.98
AP	XXXXXXX	P000228	PENA, JUAN	130.00
AP	XXXXXXX	V028846	PORT OF PORT MANATEE PROPELLER	1,200.00
AP	XXXXXXX	V000091	PRIDE INTERPRISES	875.15
AP	XXXXXXX	V018591	PRO MARINE INC	138.94
AP	XXXXXXX	V748180	PUBLIX SUPER MARKET	11.97
AP	XXXXXXX	V748180	PUBLIX SUPER MARKET	175.92
AP	XXXXXXX	P000391	SANTANA, JESUS PEREZ	130.00
AP	XXXXXXX	V015633	SIEMENS INDUSTRY INC	1,795.46
AP	XXXXXXX	V002070	SPECTRUM UNDERGROUND INCORPORA	472,449.06
AP	XXXXXXX	V029241	SPEEDPRO IMAGING AFFINITY SOLU	2,851.29
AP	XXXXXXX	V029223	STANTEC ARCHITECTURE INC	16,395.70
AP	XXXXXXX	V018137	STANTEC CONSULTING SERVICES IN	5,237.00
WT	XXXXXXX	V874841	STATE OF FLA DEPT OF REVENUE	0.00
AP	XXXXXXX	V875019	STATE OF FLORIDA	710.23
AP	XXXXXXX	V028838	STEELSMITH, LLC	831.75
AP	XXXXXXX	V028838	STEELSMITH, LLC	1,330.50
AP	XXXXXXX	V906395	TERRY SUPPLY COMPANY	261.67
AP	XXXXXXX	P000395	THOMPSON, LESLIE W	130.00
AP	XXXXXXX	V031555	TIDALIS AMERICAS LTD	5,325.00
AP	XXXXXXX	V923225	TROPHY CASE, THE	97.50
AP	XXXXXXX	V004721	TWENTY FIRST CENTURY GROUP INC	7,500.00
AP	XXXXXXX	V027963	UNIFIRST FIRST AID AND SAFETY	286.43
AP	XXXXXXX	V003712	UNITED RENTALS NORTH AMERICA I	1,516.00
AP	XXXXXXX	V003712	UNITED RENTALS NORTH AMERICA I	758.00
AP	XXXXXXX	V006819	US TENT RENTAL INC	2,066.94
AP	XXXXXXX	V009667	VERIZON WIRELESS	865.12
AP	XXXXXXX	V009667	VERIZON WIRELESS	505.60

Manatee County Port Authority
Warrant (Check) Listing
12/10/2024 to 01/13/2025

AP XXXXXXX	V009667	VERIZON WIRELESS	940.22
AP XXXXXXX	V014316	WASTE PRO OF FLORIDA INC	25.00
AP XXXXXXX	V021915	WEBTIVITY MARKETING AND DESIGN	703.99
AP XXXXXXX	V033519	WORLD ELECTRIC SUPPLY LLC	6,782.76
AP XXXXXXX	V994350	YOUNG INC, GEORGE F	10,812.81
AP XXXXXXX	V994350	YOUNG INC, GEORGE F	27,979.95
AP XXXXXXX	P000292	ZIMMERMANN,VIRGINIA	119.54
Total warrants (checks) for period reported			<u>10,323,843.44</u>

**MANATEE COUNTY PORT AUTHORITY
REGULAR MEETING
PORT MANATEE INTERMODAL CENTER, THIRD FLOOR
1905 Intermodal Circle
Palmetto, Florida
December 19, 2024**

https://www.youtube.com/channel/UC4KFtzaC9Z87D5mn_SKKtBA

Present were:

Amanda Ballard, Third Vice-Chairman
George W. Kruse
Carol Ann Felts (Entered during meeting)
Dr. Bob McCann
Mike Rahn
Tal Siddique

Absent was:

Jason Bearden, First Vice-Chairman

Also present were:

Carlos Buqueras, Executive Director
Jennifer R. Cowan, Port Authority Attorney
Dustin Peebles Accounting, Clerk of the Circuit Court
Vicki Tessmer, Deputy Clerk, Clerk of the Circuit Court

1. Third Vice-Chairman Ballard called the meeting to order at 10:00 a.m.

AGENDA

PA20241219DOC001

2. **INVOCATION**



Chaplain Jeff Holton, Anchor House, delivered the invocation.

3. **PLEDGE OF ALLEGIANCE**

Third Vice-Chairman Ballard, led the Pledge of Allegiance.

4. **AUDIENCE INTRODUCTIONS**



Members of the Audience introduced themselves.



EMPLOYEE RECOGNITION

Jose Carrillo-Guerra, Grounds Supervisor, was recognized for his 35-years of service at SeaPort Manatee.

5. **PUBLIC COMMENTS**

There being no public comment, Third Vice-Chairman Ballard closed public comment.

6. **CONSENT AGENDA**

PA20241219DOC002

A motion was made by Member Rahn, seconded by Kruse, and carried 5 to 0, with Commissioners Bearden and Felts absent, to approve the Consent Agenda, incorporating the language as stated in the recommended motions on the cover sheets for the Consent Agenda, and incorporating any changes incorporated in the Update Agenda.

- A. **WARRANT LIST**

Accepted Warrant Listing from November 7, 2024 to December 9, 2024 PA20241219DOC003


- B. **MINUTES**


Approved the Minutes of November 12 and 19, 2024

- C. **BUDGET AMENDMENT**


- D. **Adopted Budget Amendment Resolution PA-25-05** PA20241219DOC004
PORT MANATEE TARIFF NO. 3
 Approved the attached Port Manatee Tariff No. 3 additions, changes, and/or increased effective January 1, 2025 PA20241219DOC005
- E. **LOGISTEC GULF COAST LLC CARGO PAD**
 Executed the Port Manatee and Logistec Gulf Coast LLC Cargo Pad Lease Amendment One between the Manatee County Port Authority and Logistec Gulf Coast LLC, reducing the wharfage rate for scrap steel as published in the current Port Manatee Tariff No. 3 from \$3.71 to \$3.21, with maximum 4 percent annual general rate increases PA20241219DOC006
- F. **INTERMODAL CONTAINER YARD**
 Executed Change Order 10 to the agreement with The Crisdel Group increasing the substantial completion date to February 28, 2025, due to a delay in manufacturing and shipping of the high mast lighting poles PA20241219DOC007
- G. **BERTH 6 REPAIR**
 Executed Change Order 4 to the contract with BDI Marine Contractors LLC increasing substantial completion date by 46 days and for Berth 6 under deck repairs, hatch repairs, and curb repair in the amount of \$450,900, subject to the review and approval of FDOT PA20241219DOC008
- H. **PORT AUTHORITY OFFICERS**
 Approved, ratified and confirmed the election of Mike Rahn as Chairman, Dr. Bob McCann as First Vice-Chairman, Amanda Ballard as Second Vice-Chairman and Tal Siddique as Third Vice-Chairman of the Port Authority effective 12:01 a.m. January 1, 2025, to serve for the calendar year 2025, or until their successors are duly elected PA20241219DOC009
- I. **LOGISTEC AMENDED CRANE AGREEMENT**
 Executed the SeaPort Manatee Other Cranes Operating Agreement Amendment One between the Manatee County Port Authority and Logistec, USA Inc., adding two Gottwald Mobile Harbor Cranes PA20241219DOC010


(End Consent Agenda)


- 7. **COAST GUARD SECTOR ST. PETERSBURG**
 Captain Michael Kahle, Sector Commander Coast Guard, used a slide presentation to relay the role of the Coast Guard in Tampa Bay, missions for the west coast of Florida, inspections, pollution prevention, vessels and facilities meet safety requirements, capture of illicit materials, Facility Security Officer Training, functions during hurricanes, search and rescue, berth at the Port, and the Manbirtee Key security zone. PA20241219DOC011

- 8. **U.S. CUSTOMS AND BORDER PROTECTION**
 Simon Amaral, Port Director, Sarasota International Airport, Department of Homeland Security, U.S. Customs and Border Protection (CBP), used a slide presentation to review their responsibilities, border protection, international supply chain, Agricultural Specialists, and agency statistics.

(Enter Member Felts during presentation)

 Discussion ensued that SeaPort Manatee has some smuggling, not every container can be inspected, specific numbers will be provided, susceptibility regarding drone attacks, and rely on citizens to report if something out of the ordinary is happening.

 David St. Pierre, SeaPort Manatee Directory of Security, explained how port security personnel works with both the Coast Guard and CBP, Customs Trade Partnership Against Terrorism, and Transportation Security Administration also works with the Port. Carlos Buqueras, Executive Director, noted the Port is responsible for anyone who enters.

 Mr. St. Pierre addressed enhanced security, no other Ports operate like Manatee in Florida, due to the configuration of the Port. PA20241219DOC012

9. **U.S. ARMY COPRS OF ENGINEERS**

Deferred. PA20241219DOC013

10. **EXECUTUVE DIRECTOR COMMENTS**

Carlos Buqueras, Seaport Manatee, Executive Director, and David St. Pierre, Security Director used a slide presentation to address the following:

- Hold meetings at the Port every three months
- Record Fiscal Year (FY) 2024 activity
- Economic Impact Report
- 375 million gallons of petroleum imported with seven percent growth in FY2024
- 132 percent growth in orange juice imports in FY2024
- Aggregates for road construction are a key part of growth
- Enhanced cargo handling with two new cranes
- Building Global Maritime security training
- Community Outreach to inspire the next generation
- Invited all to attend the Holiday Luncheon at the tent outside the Intermodal Center

PA20241219DOC014

11. **MEMBER COMMENTS**

There were no Member Comments.

12. **ADJOURN**

There being no further business, Third Vice-Chairman Ballard adjourned the meeting at 10:54 a.m.

Minutes Approved: _____

January 28, 2025

CONSENT

AGENDA ITEM 3.C:

BUDGET RESOLUTION

BACKGROUND:

This resolution budgets the following:

- \$230,577 for the FDOT security grant #G3700 funded \$172,933 by FDOT and \$57,644 of Port cash for the purchase of security vehicles.
- \$3,333,333 for Berth 4 extension initiative #G2M63 funded \$2,500,000 by FDOT and \$833,333 of Port cash.
- Transfers \$50,000 of Port cash to the engineering account for TECO and Grove Street Topographic survey/wetland delineation including environmental permitting and analysis.

ATTACHMENT:

Budget Resolution PA-25-06

COST AND FUNDING SOURCE:

Budgets \$2,672,933 FDOT funding, \$940,977, Port cash.

CONSEQUENCES IF DEFERRED:

Delay in budget allocations.

LEGAL COUNSEL REVIEW: N/A

RECOMMENDATION:

Move to adopt Budget Resolution PA-25-06.

RESOLUTION PA-25-06
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY PORT AUTHORITY
FOR FISCAL YEAR 2024-2025

WHEREAS, Sections 129.06 and 180.016, Florida Statutes, authorizes the Manatee County Port Authority to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or propriety funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Manatee County Port Authority that the 2024-2025 budget is hereby amended in accordance with Section 129.06 and 180.016, Florida Statutes as described on the attached summary and specified in the budget adjustment batch files which are listed below:

<u>Item No.</u>	<u>Batch ID No.</u>	<u>Reference No.</u>
1	BAAL012825A	BU25000193
2	BAAL012825A	BU25000192
3	BAAL012825A	BU25000194

ADOPTED with a quorum present and voting this the 28th day of January 2025.

ATTEST: ANGELINA M. COLONNESO
CLERK OF CIRCUIT COURT

MANATEE COUNTY PORT AUTHORITY

By: _____

BUDGET AMENDMENT RESOLUTION NO. PA-25-06

AGENDA DATE: January 28, 2025

- 1) Fund: FDOT
Port Cash

Section: Seaport Security Project

Description: Budgets \$230,577 for Port security vehicles funded \$172,933 by FDOT grant and \$57,644 Port cash.

Batch ID: BAAL012825A Reference: BU25000193

- 2) Fund: FDOT
Port Cash

Section: Berth 4 Rehab

Description: Budgets \$3,333,333 for berth 4 extension funded \$2,500,000 by FDOT grant and \$833,333 Port cash.

Batch ID: BAAL012825A Reference: BU25000192

- 3) Fund: Engineering

Section: Engineering

Description: Budgets \$50,000 for topographic survey/wetland delineation analysis for the TECO and Grove Street properties.

Batch ID: BAAL012825A Reference: BU25000194

January 28, 2025

CONSENT

**AGENDA ITEM 3.D.: CONTRACT FOR PROFESSIONAL SERVICES WITH
RAMBA LAW GROUP LLC**

BACKGROUND:

On July 28, 2020, the Authority approved a Contract for Professional Services with Ramba Law Group LLC for state governmental consulting services. Ramba Law Group representation of SeaPort Manatee will be expanded to include strategic planning and business expansion connections as well as grant identification and application assistance.

ATTACHMENT:

Contract for Professional Services with Ramba Law Group, LLC

COST AND FUNDING SOURCE:

Budgeted monthly fee of \$7,500

CONSEQUENCES IF DEFERRED:

Delay in lobbying representation by Ramba Law Group, LLC

LEGAL COUNSEL REVIEW: Yes

RECOMMENDATION:

Move to approve and authorize the Chairman to execute the Contract for Professional Services between the Manatee County Port Authority and Ramba Law Group, LLC for state governmental consulting services, strategic planning, and grant identification and application assistance.

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (the “Agreement”) is entered by and between the Manatee County Port Authority (the “Authority”), a political entity of the State of Florida, with its principal place of business located at SeaPort Manatee, 300 Tampa Bay Way, Palmetto, Florida 34221, and the lobbying firm, Ramba Law Group, L.L.C. (the “Firm”), a Florida limited liability company, located at 120 South Monroe Street, Tallahassee, FL 32301, (collectively, the “Parties”).

WHEREAS, the Registered Agent and Managing Member of the Firm, Mr. David E. Ramba, has previously assisted the Authority as its lobbyist, including during the Port’s expansion; Mr. Ramba represented Port Manatee before the Florida Department of Transportation, the Florida Legislature, the Department of Environmental Protection, and the Governor and Cabinet from 1999 through 2009; and

WHEREAS, the Authority wishes to obtain assistance from Mr. Ramba, through his Firm, with governmental relations expertise to consult and work with SeaPort Manatee officials to develop and fully implement effective Legislative and Executive branch lobbying strategies, strategically plan and budget at the state level, enhance relationships with the Florida government, and the Firm desires to provide such services; and

WHEREAS, the Parties previously had a contract for lobbying which expired on October 31, 2024, and the Parties desire to enter into a new contract for expanded lobbying services; and

WHEREAS, the Parties have agreed to the terms under which the Firm will represent SeaPort Manatee and wish to memorialize their agreement in writing.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Parties agree as follows:

1. SCOPE OF CONSULTING AND LOBBYING PROFESSIONAL SERVICES:

A. The Firm will provide State governmental consulting and lobbying professional services to SeaPort Manatee for the purposes of both Legislative and Executive branch lobbying, developing and fully implementing effective lobbying strategies, strategic planning and budgeting, and business expansion connections (“Services”). The Firm shall attend all key events and discuss the issues with key decision makers. All such Services will include consultation with the Authority through its Port Authority Members and professional staff. The Executive Director or his/her designee(s) will be SeaPort Manatee’s primary point of contact. The Executive Director will from time to time inform the Firm of his/her designee(s).

B. All Services shall be carried out in accordance with general policies and goals set by the Authority. The Executive Director’s designee shall communicate the Authority’s priorities and positions to the Firm, and will also independently monitor legislative proposals, agency actions, funding opportunities or threats, and circulate those to pertinent SeaPort Manatee staff for review, comment and possible instruction to the Firm.

C. The scope of Services and assistance the Firm shall provide to the Authority shall generally include:

- (1) helping the Authority develop effective Florida Legislative and Executive branch lobbying strategies, and fully implementing such strategies during each legislative session; and
- (2) providing assistance in strategic planning and budgeting at the state level; and
- (3) attending all key events on SeaPort Manatee's behalf, discuss the issues with key decision makers, and provide full report and update to the Authority; and
- (4) monitoring Florida Legislative or Executive initiatives which may affect SeaPort Manatee or its revenues, expenses, authority, status or other goals, objective or policies, and communicating such initiatives to the Authority; and
- (5) advocating SeaPort Manatee position and priorities to the Legislature, Governor's office and executive agencies; and
- (6) advocating for legislative appropriation and other available state agency-administered funding available to SeaPort Manatee, and assisting SeaPort Manatee staff in the identification of new funding sources or opportunities; and
- (7) providing detailed advice, analysis and research relating to issues of importance to SeaPort Manatee, and suggesting strategies for responding or reacting to threats, challenges or opportunities in the Legislative or regulatory realm; and
- (8) assisting SeaPort Manatee staff with issue resolution, which may include assisting in the drafting of proposed legislation, and arranging for SeaPort Manatee representation with state agencies involving port issues and projects; and
- (9) consulting on business expansion connections and opportunities; and
- (10) advocate on behalf of SeaPort Manatee to state legislative and regulatory bodies to obtain funding and support for hurricane recovery and resilience projects, as well as continued non-hurricane related expansion and appropriations requests; and
- (11) work with state and state disaster relief programs, to expedite the reimbursement process for storm-related damages. This includes navigating reimbursement procedures, facilitating communication with relevant agencies, and supporting compliance with applicable regulatory requirements; and

(12) identify and secure legislator and elected support to help secure applicable grants and funding from state sources for storm recovery, repair, and resilience projects. Consultant's responsibilities in this area include securing legislative and congressional support in the submission of grant applications and providing strategic advice to maximize funding access; and

(13) providing periodic reports to the Authority, which may include presentations in person, or via phone or video conference.

D. In addition to these general duties, the Firm understands that it shall place primary focus upon the following specific Authority priorities, which are adopted annually, and revised from time to time, and which will be communicated to the Firm.

E. The Authority acknowledges effective Services are greatly impacted by individual experience and firmly established relationships with elected and appointed officials and their staffs. The Authority agrees that the Services called for in this Agreement will primarily be provided by David E. Ramba. While other members of the Firm or its support staff may assist in providing such services, David E. Ramba will remain primarily assigned to this account and shall not assign any other persons to be the primary representatives for SeaPort Manatee absent prior written approval of the Authority. The Firm shall ensure that all relevant laws, rules and procedures applicable to lobbyists performing such services are complied with at all times.

F. In performing its duties related to providing information and updates to the Port's Authority members and professional staff, particularly during legislative sessions, the Firm shall employ methods of communication, including e-mails and telephone, designed to quickly convey important developments. In performing these duties, the Firm shall make every reasonable effort to deliver concise and up-to-date information, tailored where possible to information and formats the Authority informs the Firm it would find most useful. In reporting results to the Authority, the Firm shall articulate the unique efforts it made in reaching the results claimed. The Firm recognizes and acknowledges that as it is performing work for a political subdivision of the State of Florida, it must keep and preserve all records related to its performance of services under this Agreement as required by the Florida Public Records Act and shall surrender same to the Authority upon request in accordance with section 5 of this Agreement.

2. COMPENSATION; TERMINATION.

A. The Authority agrees to compensate the Services described herein based upon a monthly fee of \$7,500 per month plus costs. Payments shall be made within the time required by the Florida Prompt Payment Act upon receipt of valid invoices from the Firm. The Firm agrees to refrain from accepting any other client or cause which would cause it to advocate for policies or funding requests inconsistent with its duty to represent the interest of the Authority. All possible conflicts will be reviewed by the Authority and approval of such other clients will not be unreasonably withheld.

B. Unless otherwise provided herein, this Agreement may be terminated with or without cause by either Party at any time upon one-hundred and twenty (120) calendar days

written notice, via U.S. Mail, to the other party. Notice to the Firm shall be to Mr. David E. Ramba. Notice to the Authority shall be to the Executive Director with a required copy to the Authority's general counsel. Upon the election to terminate this Agreement, the party electing to terminate this Agreement shall have no further obligation under this Agreement to the other party.

3. PUBLIC RECORDS

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Firm on behalf of the Authority, Firm shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the Authority to perform the work contemplated by this Agreement; (b) upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Firm does not transfer the records to the Authority in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the Authority, in its sole and absolute discretion, requests that all Public Records in possession of Firm be transferred to the Authority, Firm shall transfer, at no cost, to the Authority, all Public Records in possession of Firm within thirty (30) days of such request or (ii) if no such request is made by the Authority, Firm shall keep and maintain the Public Records required by the Authority to perform the work contemplated by this Agreement. If Firm transfers all Public Records to the Authority pursuant to (d)(i) above, Firm shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the Authority and provide the Authority with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Firm keeps and maintains Public Records pursuant to (d)(ii) above, Firm shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology of the Authority. If Firm does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the Authority may immediately terminate this Agreement and pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Firm is acting on behalf of the Authority.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: 941-722-6621

E-mail address: recordscustodian@seaportmanatee.com

Mailing address: Attn: Records Custodian, 300 Tampa Bay Way, Suite One, Palmetto, FL 34221

4. INDEMNIFICATION

The Parties recognize that Firm is an independent Firm. Firm agrees to assume liability for and indemnify, hold harmless, and defend the Authority, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance nonperformance of the duties of the Firm under this Agreement, the enforcement of this Agreement, or resulting from the activities of the Firm in any way connected to this Agreement, whether or not due to or caused by the negligence of the Authority, its commissioners, mayor, officers, employees, agents and attorneys. Firm's liability hereunder shall include all attorneys' fees and costs incurred by the Authority, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Firm against the Authority, and Firm hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring Firm to indemnify the Authority, is intended to nor shall it be construed as an additional waiver of sovereign immunity by Authority beyond the Authority's expressed written contractual obligations contained within this contract, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Subject to the limitations set forth in this section, Firm shall assume control of the defense of any claim asserted by a third party against the Authority for which Firm is obligated to indemnify, defend, and hold harmless the Authority and, in connection of such defense, shall appoint lead counsel in each case at Firm's expense. The Authority shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Firm of any of its obligations hereunder. If Firm assumes control of the defense of any third-party claim in accordance with this section, Firm shall obtain the prior written consent of the Authority before entering into any settlement of such claim. Notwithstanding anything to the contrary in this section, Firm shall not assume or maintain control of the defense of any third-party claim, but shall pay the fees of counsel retained by the Authority and all expenses, including experts' fees, if (a) an adverse determination with respect to the third-party claim would, in the good faith judgment of the Authority, be detrimental in any material respect to the Authority's reputation; (b) the third-party claim seeks an injunction or equitable relief against the Authority; or (c) Firm has failed or is failing to prosecute or defend vigorously the third-party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences,

discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

5. GENERAL PROVISIONS.

- a. Term. This Agreement will begin on February 1, 2025 and run through September 30, 2026. This Agreement will automatically renew for one (1) period of two (2) years. This Agreement may be executed in multiple counterparts, any of which shall be regarded as an original and all of which constitute one and the same instrument. This Agreement is governed by and construed in accordance with the laws of the State of Florida and venue is proper in Manatee County.
- b. Waiver. Nothing in this Agreement may be interpreted as a waiver by the Authority of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the Authority expressly reserves these rights to the full extent allowed by law. This provision survives completion or termination of this Agreement.
- c. Severability. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties must be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
- d. Authority. Each of the Parties covenants to the other party to this Agreement that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner hereinafter set forth.
- e. Controlling Law and Venue. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Manatee County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.
- f. Assignment. The terms and provisions of this Agreement shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the forgoing, Firm's rights and obligations under this Agreement may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without the Authority's prior written consent. The Authority may assign its rights and obligations under this Agreement to any successor to the rights and functions of the Authority or to any governmental agency to the extent required by applicable laws or governmental

regulations or to the extent the Authority deems necessary or advisable under the circumstances.

- g. E-Verify. Firm shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Firm shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Firm. Firm may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Firm enters into a contract with a subcontractor to perform work under this Agreement, Firm must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Firm must maintain copies of all such affidavits for the duration of this Agreement. Authority may terminate this Agreement for cause if Authority determines that Firm or Firm's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. Authority will terminate this Agreement for cause if Authority has a good faith belief that Firm has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the Authority has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but Authority determines that Firm otherwise complied with section 448.09(1), Florida Statutes, as may be amended, Authority will notify Firm as such, and Firm must immediately terminate Firm's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Firm may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and (c) Firm is liable for any additional costs incurred by the Authority as a result of the termination of the Agreement.
- h. Identification Documents. Firm agrees that Firm 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.
- i. Scrutinized Companies. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Firm 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 for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Authority may terminate this Agreement immediately for cause if: (1) Firm is found to have

submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Firm 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) Firm 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.

- j. Foreign Countries of Concern. Pursuant to section 286.101, Florida Statutes, Firm 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. Firm’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. Firm represents that within one (1) year before proposing any contract to the Authority, Firm provided a copy of such disclosure to the Florida Department of Financial Services.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, this Agreement represents the entire agreement between the Manatee County Port Authority and Ramba Law Group, LLC.

ATTEST:

Clerk of Circuit Court

MANATEE COUNTY PORT AUTHORITY

By: _____
Printed:

By: _____
Chairman

WITNESSES:

Ramba Law Group, LLC

Angela Weeks-Samanie
NAME

By: David E. Ramba
David E. Ramba
Managing Member

Angela Weeks-Samanie
Signature

Rachel Kruse
NAME

Rachel Kruse
Signature

January 28, 2025

CONSENT

**AGENDA ITEM 3.E: PUBLIC TRANSPORTATION GRANT
AGREEMENT – SECURITY VEHICLES &
SURVEILLANCE ENHANCEMENTS**

BACKGROUND:

The Florida Department of Transportation (FDOT) has agreed to participation in the funding of \$172,933 for security vehicles and surveillance enhancements and has provided the attached Public Transportation Grant Agreement (PTGA). As a condition of the grant, the Port is obligated to contribute 25% (or \$57,644), bringing the total project costs to \$230,577. To enter into the agreement, FDOT requires that the Port Authority adopt a resolution specifically approving the PTGA and authorizing the execution of the PTGA on behalf of the Port Authority by specifically designated officials.

ATTACHMENT:

Resolution PA-25-07 and the State of Florida Department of Transportation Public Transportation Grant Agreement

COST AND FUNDING SOURCE:

Total for the project is \$172,933 FDOT and \$57,644 Port.

CONSEQUENCES IF DEFERRED:

Delay in execution of the PTGA

LEGAL COUNSEL REVIEW: Yes

RECOMMENDATION:

Move to adopt Resolution PA-25-07 authorizing the execution of the Public Transportation Grant Agreement with the Florida Department of Transportation for the purchase of security vehicles and surveillance enhancements.

Financial Project Number
444947-1-94-07
Contract Number G3700

PA-25-07

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 the purchase of security vehicles and security enhancements, 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 G3700 wherein the Department agrees to a maximum participation in the amount of \$172,933 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 28th day of January, 2025.

ATTEST: ANGELINA M. COLONNESO
CLERK OF CIRCUIT COURT

MANATEE COUNTY PORT
AUTHORITY

By: _____
Chairman

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 444947-1-94-07	Fund(s): Work Activity Code/Function: Federal Award Identification Number (FAIN) – Transit only:	DPTO 215	FLAIR Category: 088794 Object Code: 751000 Org. Code: 55012020129 Vendor Number: VF596000727160
Contract Number: G3700	Federal Award Date:		
CFDA Number: N/A	Agency UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.005			
CSFA Title: Seaport Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into _____, 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 Security Project - Procure Vehicles and/or Deploy Camera Units, 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)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other

- 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 E1: Prohibition Based on Health Care Choices
- Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

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**PUBLIC TRANSPORTATION
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- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- *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, 2028. 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.

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- 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.

9. Project Cost:

- a. The estimated total cost of the Project is \$230,577. 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 \$172,933 and, the Department's participation in the Project shall not exceed 75.00% 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

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, 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.

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- 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 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**

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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 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

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- 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

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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.

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

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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 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.

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- 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 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:

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- 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 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

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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 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.

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- 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.
- 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. Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
- i.** Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii.** Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii.** "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
- iv.** "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

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severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

- v. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

- 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 subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, 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. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. 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

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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, 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:

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- 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 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.

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AGENCY Manatee County Port Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Nicole E. Mils, P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DS
DC

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

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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)): The Port's Facility Security Plan directs staff to continuously monitor critical areas and operations through vehicular security patrols and the use of remote surveillance technologies. The Port's FY 2025 security project consist of two capital equipment enhancements, which are listed below as components. The total costs of all needed enhancements exceed the Project Costs, and therefore, the Agency will procure capital equipment until available funds, as shown in Exhibit B, have been exhausted. Therefore, the Agency may procure units from Component 1 or Component 2, or both Components as available funds allow.

- Component 1: Vehicle Enhancements. The Port's security vehicular fleet is comprised of 17 vehicles. Due to wear and tear, and geographic climatic conditions, the average useful life of security is approximately four years. The Port's security plans call for the replacement of up to a quarter of the fleet annually, as budget is available.

- Component 2: Remote Surveillance Enhancements. The Port's camera trailer fleet is comprised of 4 units. The existing units are approaching the end of their useful life. Replacing the camera unit will increase the efficiency in the screening of cargo and passengers and enhance communications capabilities with local, state, and federal law enforcement.

B. Project Location (limits, city, county, map): SeaPort Manatee, Palmetto, FL

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This project includes procurement of capital equipment and preventative maintenance to complete the activities described in the Project Description, including: cables; cameras; conduits; installation and testing; mounting equipment; network cabinets; network switches; networking equipment; power supply equipment; pedestals; and, TVVIC reader. It also includes the procurement of capital equipment to complete the activities described in the Project Description, including: decals (e.g., vehicle wraps); delivery fees; registration; permanent equipment (e.g., lights, push bars, sirens); and, vehicles.

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
444947-1-94-07	DPTO	088794	2025	751000	55.005	Seaport Grant Program	\$172,933.00
444947-1-94-07	LF	-	2025	-	-	Local Matching Funds	\$57,644.00
Total Financial Assistance							\$230,577.00

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	\$172,933.00	\$57,644.00	\$0.00	\$230,577.00	75.00	25.00	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	\$172,933.00	\$57,644.00	\$0.00	\$230,577.00			

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

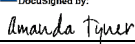
Scope Code and/or Activity Line Item (ALI) (Transit Only)	
--	--

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, MPA, MPE

Department Grant Manager Name

DocuSigned by:

 Signature

12/02/2024 | 3:06 PM EST

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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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.

-- 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>.

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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:** \$172,933

*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

G3700

11/22/2024

CONTRACT INFORMATION

Contract:	G3700
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:	11/21/2024
Ending Date of This Agreement:	04/30/2028
Contract Total/Budgetary Ceiling:	ct = \$172,933.00
Description:	Security initiative for vehicles or remote surveillance enhancements

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 11/22/2024

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A6
Object Code:	751000
Amount:	\$172,933.00
Financial Project:	44494719407
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088794/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$172,933.00

January 28, 2025

CONSENT

AGENDA ITEM 3.F:

CERTIFICATION AND RANKING FOR RADIATION PORTAL MONITORS PROFESSIONAL SERVICES

BACKGROUND:

In November 2024, Port staff issued a Request for Qualifications (RFQ) for Professional Services for radiation portal monitors in accordance with Section 287.055 Florida Statutes, the Consultants' Competitive Negotiations Act (CCNA). The notice was placed on DemandStar, in the Bradenton Herald, and the Port's internal customer broadcast list. Only one response was received from Tetra Tech, Inc. Tetra Tech Inc. is the leading engineer and design firm for radiation portal monitors. Tetra Tech Inc. has a strong relationship with U.S. Customs and Border Protection who have requested the monitors. Port staff will negotiate a contract to be brought back to the Authority for approval.

ATTACHMENT:

N/A

COST AND FUNDING SOURCE:

N/A

CONSEQUENCES IF DEFERRED:

Delay in approval of ranking and subsequent contract award for radiation portal monitors

LEGAL COUNSEL REVIEW: Yes

RECOMMENDATION:

Move to approve the certification and ranking of Tetra Tech, Inc. for radiation portal monitors with a contract subject to Port Authority approval.

January 28, 2025

CONSENT

AGENDA ITEM 3.G: PROCUREMENT OF CROSSTIES, ROCK BALLAST, SUB BALLAST FOR THE CONSTRUCTION OF A RAIL SWITCH AND RAIL SPUR

BACKGROUND:

On June 20, 2024, the Authority approved a Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) for the design and construction of rail facilities. Port staff has been working with World Direct Shipping (WDS) to develop a rail facility for loading 53' shipping containers onto railcars. In October 2024, the Authority and WDS executed a land lease for approximately five acres in Zone B, and both parties agreed to work together to construct a 700-foot-long rail spur adjacent to the WDS land lease area. WDS issued a construction contract in December 2024. The Authority will contribute materials, including crossties, rock ballast, and sub ballast for the rail switch and rail spur. Due to the timing of the construction contract and the purchase of materials, the request is to approve the issuance of purchase orders once bids are received in a total amount not to exceed \$400,000. Invitation for bids will be published on DemandStar in January 2025.

ATTACHMENT:

None. An Invitation for Bid is under development.

COST AND FUNDING SOURCE: The maximum estimated cost of materials is \$400,000, of which, \$200,000 will be reimbursable from FDOT grant G2Z62.

CONSEQUENCES IF DEFERRED:

Delay in construction of rail spur by approximately 30 to 45 days.

LEGAL COUNSEL REVIEW: Yes

RECOMMENDATION:

Move to approve purchase orders in the total amount not to exceed \$400,000.00, for the purchase of crossties, rock ballast, and sub ballast materials for the construction of a rail switch and rail spur.

January 28, 2025

CONSENT

**AGENDA ITEM 3.H: CONTAINER YARD PHASE 3 PROFESSIONAL SERVICES
CERTIFICATION AND RANKING**

BACKGROUND:

Port staff issued a Request for Qualifications (RFQ) for Professional services for its Container Yard Phase 3 project in accordance with Section 287.055 Florida Statutes, the Consultants' Competitive Negotiations Act (CCNA). The RFQ was issued August 20, 2024, with responses received from AECOM, Bowman Consulting Group Ltd, Stantec Consulting Services Inc., and WSP USA Inc.

An Evaluation Committee consisting of George Isiminger, Robert Howard, and Dan Fitz-Patrick met publicly on October 1, 2024, and reached consensus on recommending certification of all responders and ranking them as ordered in the following list.

1. Stantec Consulting Services Inc.
2. WSP USA Inc.
3. AECOM
4. Bowman Consulting Group Ltd

Port staff has negotiated the attached proposed scope of services and fees with Stantec for consideration if the recommended certification and ranking are approved. Intermodal Container Yard Phase 3 fee is \$1,152,783.70 which includes design and permitting and excludes Radiation Portal Monitor (RPM) design and overall construction, engineering and inspection (CEI) services which are to be contracted separately.

ATTACHMENT: Port Manatee Professional Services Contract Container Yard Phase 3 – **TO BE PROVIDED**

COST AND FUNDING SOURCE:

FDOT funding in the amount of \$576,391.85 and Port cash of \$576,391.85

CONSEQUENCES IF DEFERRED:

Delay in contracting for the design and permitting of the Container Yard Phase 3 project

LEGAL COUNSEL REVIEW: Yes

RECOMMENDATION:

1. Move to approve the certification and ranking for the Container Yard Phase 3 project with contracting subject to Port Authority approval of a contract.
2. Move to approve award of the attached proposed contract to Stantec Consulting Services Inc. for Container Yard Phase 3 project in the amount of \$1,152,783.70, subject to FDOT approval.

January 28, 2025

CONSENT

AGENDA ITEM 3.I.: PORT SECURITY SURVEILLANCE UPGRADES

BACKGROUND:

Hurricane Milton damaged or destroyed Port security wireless networks and radios. The Department of Emergency Management has provided funding for recovery of the systems. The project will install new industrial and environmentally hardened wireless security network devices and will restore failed systems. Overall reliability and durability will be improved. Siemens is the current Port-wide surveillance provider and has provided a proposal in the amount of \$749,982.88.

ATTACHMENTS:

Proposal – SPM – Wireless Network Refresh

COST AND FUNDING SOURCE:

Department of Emergency Management in the amount of \$749,982.88

CONSEQUENCES IF DEFERRED:

Delay in project commencement

LEGAL COUNSEL REVIEW: Yes

RECOMMENDATION:

Move to approve and authorize the Chairman to execute Proposal SPM – Wireless Network Refresh in the amount of \$749,982.88 for surveillance upgrades provided Siemens Industry, Inc.

PROPOSAL

SPM- Wireless Network Refresh

PREPARED BY

Siemens Industry, Inc. ("Siemens")

PREPARED FOR

MANATEE COUNTY PORT AUTHORITY

DELIVERED ON

December 12, 2024

SMART BUILDINGS

Transforming the Everyday



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Contact Information

Proposal #:	9390665
Date:	December 12, 2024

Sales Executive:	Tim Ward
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Customer Contact:	David St. Pierre
Customer:	MANATEE COUNTY PORT AUTHORITY
Address:	300 TAMPA BAY WAY PALMETTO FL 34221-6603
Services shall be provided at:	MANATEE COUNTY PORT AUTHORITY 300 TAMPA BAY WAY PALMETTO FL 34221-6603

Executive Summary

As an integral component of the existing SeaPort Manatee Siemens SiPass & Siveillance integrated security systems, the upgrade, expansion, enhancement & hardening to the existing site wireless security network with the proposed new industrial & environmentally hardened wireless security network devices, associated infrastructure hardware & installation will restore failed systems following the recent hurricanes, as well as improve the overall reliability, durability, functionality, capacity, resiliency, cybersecurity and performance capabilities for the SeaPort Manatee wireless security network.

Scope of Work

Siemens Industry, Inc. proposes to provide the labor & materials to install a replacement & upgrade to the existing wireless security network for the SeaPort Manatee site including new Ultra-high Throughput Impact-resistant Hardened Wireless Ethernet Radios, Industrial Environmentally Hardened Managed Ethernet Switches & Power Supplies, Ethernet Surge Suppression Devices, Industrial Enclosures, and associated hardware & cabling, as detailed below:

Inclusions

This proposal includes the following (unless otherwise noted):

1. Labor and materials for installation of the below listed equipment
2. Final connections & terminations for installation of the below listed equipment
3. Programming, setup, configuration, and testing
4. Project Management for Siemens scope of work
5. On-site customer training (up to 8 hrs)
6. Freight, shipping & handling
7. One (1) year parts & labor warranty

Exclusions

This proposal excludes the following (unless otherwise noted):

1. Removing, replacing, patching, or painting of door frames, ceilings and/or walls
2. Surge suppression devices and/or installation
3. Fire alarm system interface and/or integration
4. 115/120VAC installation
5. Asbestos abatement, and work within asbestos areas
6. Costs associated with multiple trips to the jobsite due to incompleteness by others
7. Damage by other contractors
8. Any consequential damages, loss of use, loss of revenue, and any third party consequential damages
9. Construction permits and other permits (e.g. general construction, mechanical, electrical, plumbing, security, etc.)
10. Engineering, engineered drawings, design submittals
11. Performance or Payment bonds
12. Certified payroll
13. Overtime and/or after-hours labor (Normal business hours M-F, 7:00am – 5:00pm)
14. Scaffolding, cranes, man-lifts
15. Building/site Network/PoE switches
16. Identification and/or clearing of underground utilities
17. Landscaping, trenching, core drilling

Clarifications

1. The proposed equipment will integrate to existing Siemens SiPass/SiVMS Integrated security control systems
2. This proposal includes turn-key installation of the proposed equipment including associated cabling, conduit, hardware, and 120V power for the following SeaPort Manatee wireless security network locations (23):

ACC Building	Piney Point	Warehouse 8
Admin Building	Range Tower	Warehouse 9 (NW)
Intermodal Building	Warehouse 1	Warehouse 9 (SE)
Silo 1 (NE)	Warehouse 2 (NW)	Warehouse 10 (NW)
Silo 2 (SE)	Warehouse 2 (SE)	Warehouse 10 (SE)
Silo 3 (NW)	Warehouse 3	Warehouse 11 (NW)
Silo 4 (SW)	Warehouse 6 (Del Monte)	Warehouse 11 (SE)
Berth 14 (Haz-Mat Siren)	Warehouse 7	--

3. The new Industrially Hardened Ultra-high Throughput Impact-resistant Wireless Ethernet Radios included under this proposal include IP67 rated impact resistant sturdy cast aluminum enclosures and provide up to 500 Mbps throughput (subject to environmental conditions)
4. The new Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switches included under this proposal include: 3 SFP Ports, 8 RJ45 Ports (4 x 30W PoE+ and 4 x 60W PoE++) to accommodate the new wireless radios, as well as provide additional port capacity at each switch location for future devices (i.e. new wireless radios, cameras, etc.)
5. This proposal includes relocation of the existing wireless security network device enclosures from the current ceiling height locations in the warehouses down to working height to allow for greater serviceability
6. This proposal includes installation of fiber optic cabling for interconnections between network switches for the four Eastern Silos, as well as the ACC, Admin, and Intermodal buildings
7. This proposal includes installation of new/additional wireless radios & associated hardware for Warehouse 7, Warehouse 9, Warehouse 10 and Warehouse 11
8. This proposal includes lift/bucket truck rental where applicable
9. Siemens will provide up to 8 hours on-site customer training for the new wireless security network devices
10. No installation, repair, adjustments and/or service of existing servers, workstations, building network switches, cameras, access controllers, access doors/devices, mechanical locking, mechanical door hardware, or doors themselves are included under this scope of work
11. Any unforeseen issues which may cause the need for additional costs for labor and/or materials outside of this scope of work will be reviewed with the customer and require signed approval before proceeding. This includes but is not limited to unforeseen issues with existing equipment or devices, existing cabling, network connectivity, remote network connections, customer supplied equipment, PC's, laptops, and/or servers

Equipment List

Wireless Security Network (AL)

ACC Bldg

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
2	SFP Module, Single-mode, 1310 Nanometer, 2-Fiber, 1000 Mbps, 15 Kilometer Wavelength, LC Connector, -40 to 75 Deg C	\$246.24	\$492.48
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Admin Bldg

Qty	Description	Unit Sell	Ext Sell
4	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$13,984.60
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
2	SFP Module, Single-mode, 1310 Nanometer, 2-Fiber, 1000 Mbps, 15 Kilometer Wavelength, LC Connector, -40 to 75 Deg C	\$246.24	\$492.48
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Intermodal Bldg

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
2	SFP Module, Single-mode, 1310 Nanometer, 2-Fiber, 1000 Mbps, 15 Kilometer Wavelength, LC Connector, -40 to 75 Deg C	\$246.24	\$492.48
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Silo 1 (NE)

Qty	Description	Unit Sell	Ext Sell
3	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$10,488.45
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
2	SFP Module, Single-mode, 1310 Nanometer, 2-Fiber, 1000 Mbps, 15 Kilometer Wavelength, LC Connector, -40 to 75 Deg C	\$246.24	\$492.48
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Silo 2 (SE)

Qty	Description	Unit Sell	Ext Sell
3	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$10,488.45

Qty	Description	Unit Sell	Ext Sell
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
2	SFP Module, Single-mode, 1310 Nanometer, 2-Fiber, 1000 Mbps, 15 Kilometer Wavelength, LC Connector, -40 to 75 Deg C	\$246.24	\$492.48
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Silo 3 (NW)

Qty	Description	Unit Sell	Ext Sell
3	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$10,488.45
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
2	SFP Module, Single-mode, 1310 Nanometer, 2-Fiber, 1000 Mbps, 15 Kilometer Wavelength, LC Connector, -40 to 75 Deg C	\$246.24	\$492.48
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Silo 4 (SW)

Qty	Description	Unit Sell	Ext Sell
3	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$10,488.45
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05

Qty	Description	Unit Sell	Ext Sell
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
2	SFP Module, Single-mode, 1310 Nanometer, 2-Fiber, 1000 Mbps, 15 Kilometer Wavelength, LC Connector, -40 to 75 Deg C	\$246.24	\$492.48
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Berth 14 (Haz-Mat Siren)

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Piney Point

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Range Tower

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Warehouse 1

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Warehouse 2 (NW)

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92

Qty	Description	Unit Sell	Ext Sell
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Warehouse 2 (SE)

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Warehouse 3

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Warehouse 6 (Del Monte)

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Warehouse 7

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Warehouse 8

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92

Qty	Description	Unit Sell	Ext Sell
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Warehouse 9 (NW)

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Warehouse 9 (SE)

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Warehouse 10 (NW)

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Warehouse 10 (SE)

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Warehouse 11 (NW)

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92

Qty	Description	Unit Sell	Ext Sell
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Warehouse 11 (SE)

Qty	Description	Unit Sell	Ext Sell
1	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$3,496.15
1	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$4,921.05
1	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$1,437.92
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
1	Equipment Enclosure, SS	\$1,813.28	\$1,813.28
1	Equipment Enclosure Back Panel	\$82.37	\$82.37
1	Miscellaneous cables, connectors, hardware, etc	\$627.00	\$627.00

Spare Parts

Qty	Description	Unit Sell	Ext Sell
4	Ultra-high Throughput, Impact-resistant Hardened Wireless Ethernet Radio, Up to 500 Mbps, Cast Aluminum Enclosure	\$3,496.15	\$13,984.60
2	Industrial Environmentally Hardened 11 Port Gigabit Managed Ethernet Switch, 3 SFP Ports 8 RJ45 Ports (4 x 30W PoE+ / 4 x 60W PoE++), DIN Rail Mounted	\$4,921.05	\$9,842.10
2	Industrial Power Supply, DIN Rail Mnt, 48Vdc, 480W	\$1,437.92	\$2,875.84
2	SFP Module, Single-mode, 1310 Nanometer, 2-Fiber, 1000 Mbps, 15 Kilometer Wavelength, LC Connector, -40 to 75 Deg C	\$246.24	\$492.48
1	8 Channel Wall Mount POE Ethernet Protector, 1U, Shielded RJ45 In/Out, 10GbE	\$502.73	\$502.73
8	Replacement Surge Module	\$100.45	\$803.60

Pricing Summary

Pricing Summary	Sell Price
Equipment	\$362,866.56
Labor	\$387,116.32
Total Quote Price	\$749,982.88

Payment Terms

The total price of: \$749,982.88 and the estimated return on investment are based on the items outlined in this proposal. ANY STATEMENTS MADE HEREIN REGARDING SAVINGS THAT MAY BE ACHIEVED BY IMPLEMENTING THE SERVICES OFFERED IN THIS PROPOSAL ARE ESTIMATES ONLY. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, SHALL BE CONSTRUED TO ARISE FROM SUCH STATEMENTS, NOR SHALL SUCH STATEMENTS BE CONSTRUED AS CONSTITUTING A GUARANTEE BY SIEMENS THAT SUCH SAVINGS WILL OCCUR IF THE SERVICES ARE IMPLEMENTED.

Proposal is valid for sixty (60) days from the delivery date of December 12, 2024. Payment Terms: 25% mobilization, progress payments, payment is due within 30 days of invoice date. Siemens Industry, Inc. invoices paid by credit card may be subject to a surcharge of up to 2%.

Signature Page

Proposed by:

Siemens Industry, Inc.

Company

Tim Ward

Name

9390665

Proposal #

\$749,982.88

Proposal Amount

December 12, 2024

Date

Accepted by:

MANATEE COUNTY PORT AUTHORITY

Company

Name (Printed)

Signature

Title

Date

Purchase Order # PO for billing/pmnt only PO not required

Clerk

PURCHASE ORDER TERMS AND CONDITIONS
MANATEE COUNTY PORT AUTHORITY

PURCHASE ORDER. Manatee County Port Authority's (the "Authority") Purchase Order numbers must appear on all invoices and packing lists. Purchase Order numbers must show on all Bills of Lading, cartons, containers, etc.

QUALIFICATION. Vendors must qualify as a legal active federal assigned operating "Seller" (W-9).

PRICE. This order is not to be filled at a higher price than last charged or quoted unless so authorized in writing by the Authority's Purchasing Division. Prices are F.O.B. destination unless otherwise specified and agreed to by the Authority. Any price change must be submitted for a Purchase Order Addendum/Change Order. Seller warrants that the Authority shall not be billed at prices higher than stated on this Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by the Authority. Seller represents that the price charged for the goods or services covered by this order, is the lowest price charged by the Seller to the Authority of a class similar to the Authority under conditions similar to those specified in this order and the prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Seller agrees that any price reduction made in items covered by this order subsequent to the placement of this order will be applicable to this order.

PROMPT PAYMENT. Payments shall be made in accordance with Florida's Prompt Payment Act, Sections 218.70 - 218.80 of the Florida Statutes.

INVOICING. Invoice(s) must be submitted to the billing address on the face of the Purchase Order. The invoice must state the Purchase Order Number, unit price(s), extension(s), Total and SHIP TO ADDRESS. Invoice(s) must have a clear remit to address for payment finalization.

DISCOUNTS. Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for the Authority to withhold payment without losing discount privileges. Discount privileges will apply from the date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

INSPECTION. All materials ordered are subject to inspection and test by the Authority. The Authority shall have the right to reject or to require correction of material found not to conform to this Purchase Order. At the Authority's option, rejected material will be held for Seller's instruction and at Seller's risk or returned at Seller's expense. Payment for material prior to inspection shall not constitute the Authority's acceptance.

ENTIRE CONTRACT. The terms and conditions stated herein shall constitute the entire contract between the Authority and Seller and no agreement or other understanding in any way modifying the same will be binding unless made in writing signed by a duly authorized representative of the Authority.

ACCEPTANCE/ENTIRE CONTRACT. Acceptance of this Purchase Order will be unqualified, unconditional and subject to and expressly limited by the Terms and Conditions. The Authority and Seller shall not be bound by additional provisions at variance herewith that may appear in the Seller's quotation, acknowledgment in force, or any other communication from Seller to the Authority unless such provision is expressly agreed to and confirmed in writing by the Authority through an amendment to these terms and conditions by the Authority. For any conflict between the Seller's quotation and the Terms and Conditions of this Purchase Order, the Terms and Conditions of the Purchase Order will prevail and govern.

DELIVERY. Time is of the essence in the filling of this order. No delays in shipment of material or rendition of services will be permitted except as authorized by the Authority in writing. Please notify the Authority at once of an anticipated delay. Excessive or unusual transportation charges caused by Seller's inability to deliver by specified date and in specified quantities shall be charged back to Seller. Right is reserved to cancel this order if the foregoing is not complied with. In the event of cancellation pursuant to this clause, the Authority may procure similar articles or services elsewhere or secure the manufacture and delivery of the articles by purchase order or otherwise, and Seller shall be liable to the Authority for any excess cost.

TERMS. All Purchase Orders are valid for one (1) fiscal year and/or until the Complete Order has been received in full upon receipt of the Order.

PACKING AND SHIPPING. All goods shall be packed, crated and braced to prevent damage or deterioration and classified on bills of lading in accordance with National Motor Freight or Uniform Freight Classification rules and regulations and carriers' tariffs. No charges shall be paid by the Authority for preparation, packing, crating, or cartage unless separately stated in the order. All shipments to be forwarded on one day to one address shall be consolidated and shipped to ensure lowest transportation charge. The Authority's count or weight shall be final and conclusive on shipments.

CHANGES AND CANCELLATION. The Authority may at any time by written order make changes in the materials or work ordered; including changes in drawings and specifications, or require additional work or materials. If such changes cause an increase or decrease in Seller's cost or in the time required for performance, an equitable adjustment shall be made and this order shall be modified in writing. Failure to agree to an adjustment shall not excuse the Seller from proceeding with this order as changed. The Authority reserves the right to cancel or suspend all or, from time to time, any undelivered or unexecuted portion of this order. Changes shall not be binding until agreed to in writing by the Authority.

ASSIGNMENT. Any assignment of the work to be completed, in whole or in part, or any other interest hereunder, without the Authority's written consent, except an assignment confined solely to monies due or to become due, shall be void. It is expressly agreed that any assignment of monies shall be void to the extent that it attempts to impose upon the Authority an obligation to the assignee additional to the payment of monies, or to preclude the Authority from dealing solely and directly with The Seller in all matters pertaining hereto, including the negotiation of amendments or settlements of amounts due.

WARRANTY. In addition to any warranty implied by fact or law, Seller expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended, and to be merchantable. Such warranties, together with all other service warranties of Seller, shall run to the Authority. All warranties shall survive inspection, test, acceptance of and payment by the Authority. In the event of breach of warranty, the Authority may, at its option, either return for credit or require prompt correction or replacement of the defective or nonconforming material to the satisfaction of the Authority. In the event that Seller is unable to correct or replace the same, the Authority, at its elect, may correct or replace the same and Seller shall reimburse the Authority for the full cost of making such correction or replacement. All UCC implied and expressed warranties are incorporated into the Purchase Order and Seller shall transfer all warranties to the Authority.

VARIATION IN QUANTITY. The Authority assumes no liability for material produced, processed or shipped in excess of the amount specified in the Purchase Order.

RISK OF LOSS. Regardless of F.O.B. point, Seller agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury, or destruction shall not release Seller from any obligation hereunder.

INSURANCE. Seller agrees to maintain, and require its subcontractors to maintain (1) public liability and property damage insurance in amounts satisfactory to the Authority, to cover the obligations set forth above, and (2) Workman's Compensation Insurance covering all employees engaged in the performance of this order. Seller shall furnish to the Authority certificates evidencing such insurance. The Seller shall maintain insurance acceptable to the Authority in full force and effect throughout the term of this Purchase Order. The Authority further reserves the right to require Seller name the Authority as an additional insured under any insurance policy required to be maintained pursuant to any bid, Request For Qualifications or Request For Proposal document or any signed agreement between the Authority and Seller, all in the Authority's sole discretion.

INFRINGEMENT OF PATENTS, TRADEMARKS OR COPYRIGHTS. The Seller, in accepting this Purchase Order, agrees to assume liability for and indemnify, hold harmless and defend the Authority, its public officials, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees and experts' fees, in connection with any and all claims, including claims for injunctive or equitable relief, and damages whatsoever for personal injuries or property damage, including loss of use, arising out of the Seller's violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with Seller's licensing of any software, hardware, uploads or downloads delivered to the Authority pursuant to this Purchase Order and such obligation shall survive acceptance of the goods and payment thereof by the Authority.

INDEMNIFICATION. Seller is an independent contractor. Seller agrees to indemnify, defend and hold the Authority, its public officials, employees and agents, harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees, resulting from injury, including death, to person or damage to property arising out of or in any

manner connected with the performance of this order, whether arising out of, caused by or contributed to in whole or in part by the acts or omissions of Seller, or its subcontractors or their respective employees. Seller's liability hereunder shall include all attorney's fees and experts' fees and costs incurred by the Authority in the enforcement of this indemnification provision. This includes claims made by the employees of Seller against the Authority and Seller hereby waives its entitlement, if any, to immunity under Section 440.11 of the Florida Statutes. The obligations contained in this provision shall survive termination, cancellation or expiration of this Purchase Order and shall not be limited by the amount of any insurance required to be obtained or maintained under this Purchase Order. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity to which the Authority is entitled or the extent of any limitation of liability pursuant to Section 768.28 of the Florida Statutes. Furthermore, this provision is not intended to nor shall be interpreted as limiting or in any way affecting any defense the Authority may have under Section 768.28 of the Florida Statutes or as consent to be sued by third parties. The Authority does not agree to indemnify, defend, or hold harmless, the Seller in any manner.

INQUIRIES. Any inquiries relative to this Purchase Order should be directed to the Finance Department.

TAX EXEMPTION. The Florida State Sales Tax Exemption Number for the Authority is noted on the front of this Purchase Order. Federal Excise Tax Exemption Number is available by contacting the Finance Department. The District is exempt from Federal and State Sales, Use, and like taxes. The District's Florida State Sales Tax Exemption Number is noted on the front of this Purchase Order. Sellers doing business with the District are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, and are not authorized to use the District Tax Exemption Number in securing such materials.

CODE OF ETHICS. Section 112.313 of the Florida Statutes provides the ethical standards for Authority personnel; and unethical conduct by others including bidders and Sellers is grounds for debarment.

VENUE AND APPLICABLE LAW. This Purchase Order and its associated Terms and Conditions will be construed by and controlled under the laws of the State of Florida. Venue for the purposes of any suit, action or other proceeding arising out of, or relating to, this Purchase Order will be solely in the Twelfth Judicial Circuit in and for Manatee County, Florida for state actions and solely in the United States District Court for the Middle District of Florida, Tampa Division for federal actions.

COMPLIANCE WITH LAWS AND REGULATIONS. Seller certifies that all of the products and services to be furnished under this Purchase Order and will be manufactured or supplied by the Seller in accordance with all applicable provisions of state, local and federal laws.

PERMITS/LICENSES. Seller is responsible for obtaining any permits/licenses necessary to complete the work covered by this Purchase Order, at its own expense, prior to starting any work under this Purchase Order.

FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new fiscal period, the Authority shall notify the Seller of such occurrence and this Purchase Order shall terminate on the last day of the current fiscal period without penalty or expense to the Authority.

OCCUPATIONAL SAFETY AND HEALTH. Seller represents that all goods and/or services sold or furnished to the Authority hereunder will comply with all applicable laws and governmental regulations relating to the occupational safety and health of employees, specifically including the Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or order issued thereunder, (herein collectively called "Occupational Safety and Health Requirements") and Seller agrees to indemnify and hold harmless the Authority against any claims, losses, damages, fines, penalties, costs and expenses suffered or incurred by the Authority as a result of any violation of or noncompliance with any Occupational Safety and Health Requirements caused or contributed to by the failure of such goods and/or services to so comply. Seller agrees upon request to furnish to the Authority any and all information regarding the ingredients of goods sold or furnished to the Authority hereunder and to comply with any other reasonable request of the Authority made in connection with the application of any Occupational Safety and Health Requirements to the Authority, its employees and property.

MATERIAL SAFETY DATA SHEET. In accordance with the Occupational Safety and Health Act's Hazardous Communications Standards, it is the Seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at the time of delivery.

PUBLIC RECORDS RESPONSIBILITIES. The Seller agrees to comply with the Florida Public Records Act, as applicable, including but not limited to Section 119.071 of the Florida Statutes. Pursuant to Section 119.0701 of the Florida Statutes, the Seller agrees to the Extent required by law to:

1. Keep and maintain public records, as that term is defined in Chapter 119 of the Florida Statutes ("Public Records"), required by the Authority to perform the work contemplated by this Purchase Order;
2. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Purchase Order term and following completion of the contract if the Seller does not transfer the records to the public agency; and
4. Upon completion of the contract, transfer, at no cost to the Authority, all public records in possession of the Seller or keep and maintain public records required by the Authority to perform the service. If the Seller transfers all public records to the Authority upon completion of the contract, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Seller keeps and maintains public records upon completion of the Purchase Order, the Seller shall meet all applicable requirements for retaining public records.

Furthermore, the Seller agrees that all Public Records stored electronically must be provided to the Authority in a format that is compatible with the information technology of the Authority. Should the Seller receive a public records request, the Seller agrees **to immediately** (within 24 hours) **notify** the Authority of such request. If the Seller does not comply with a public records request, the Authority may pursue any and all remedies available in law or equity, including but not limited to specific performance.

IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Public Records Custodian Manatee
County Port Authority 300 Tampa Bay
Way Palmetto, FL 34221-6608
Telephone: (941) 722-6621 Fax: (941)
729-1463
recordscustodian@seaportmanatee.com**

PUBLIC ENTITY CRIMES. By accepting this Purchase Order, each Seller is confirming that neither the Seller nor its subcontractors have been placed on the convicted vendors list or the discriminatory vendor list as described in Sections 287.133 and 287.134, Florida Statutes.

Additionally, by engaging in business with the Authority, each Seller confirms their business entity is not on the Scrutinized Companies that Boycott Israel List as described in Section 287.135, Florida Statutes or engaged in a boycott of Israel. Sellers confirm they are not on any of the scrutinized company lists identified in Section 287.135, Florida Statutes or engaged in any such activity identified in that section. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel.

NONDISCRIMINATION. During the performance of this Purchase Order, the Seller agrees as follows: (i) The Seller will not discriminate against any employee or applicant for employment because of race, creed, color, religion, age, marital status, disability, sex, sexual orientation, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this

non-discrimination clause; (ii) The Seller will furnish all information and reports required by the Authority and will provide on request evidence to substantiate compliance with non-discrimination clauses of this Purchase Order; and (iii) In the event of the Seller's noncompliance with the clauses of this Purchase Order or with any of such rules, regulations, or orders, this Purchase Order may be canceled, terminated, or suspended in whole or in part, and the Seller may be declared ineligible for any future Authority Purchase Order.

TERMINATION. The Authority reserves the right to terminate the Purchase Order in whole or in part for default if the Seller fails to perform in accordance with any of the requirements of the Purchase Order. Any such termination will be without liability to the Authority except for completed items delivered and accepted by the Authority.

CAPTIONS. Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be a part of the agreement created.

SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of these Terms and Conditions are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent and such holding shall not affect the validity of the remaining portion hereof.

SCRUTINIZED COMPANIES. By accepting this Purchase Order, pursuant to section 287.135, Florida Statutes, Seller 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 accepted this Purchase Order. Notwithstanding anything contained in this Purchase Order to the contrary, the Authority may terminate this Purchase Order immediately for cause if: (1) Seller is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Seller 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) Seller 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.

FOREIGN COUNTRIES OF CONCERN. Pursuant to section 286.101, Florida Statutes, Seller 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. Seller'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. Seller represents that within one (1) year before proposing any contract to the Authority, Seller provided a copy of such disclosure to the Florida Department of Financial Services.

IDENTIFICATION DOCUMENTS. Seller agrees that Seller 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.

E-VERIFY. Seller shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Purchase Order. Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Seller. Seller may not enter into a contract with a subcontractor to perform work under this Purchase Order unless and until the subcontractor registers with and uses the E-Verify system. If Seller enters into a contract with a subcontractor to perform work under this Purchase Order, Seller must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Seller must maintain copies of all such affidavits for the duration of this Purchase Order. The Authority may terminate this Purchase Order for cause if the Authority determines that Seller or Seller's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. The Authority will terminate this Purchase Order for cause if the Authority has a good faith belief that Seller has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the Authority has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but the Authority determines that Seller otherwise complied with section 448.09(1), Florida Statutes, as may be amended, the Authority will notify Seller as such, and Seller must immediately terminate Seller's contract with said subcontractor. If this Purchase Order is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Purchase Order and may not be considered as such; (b) Seller may not be awarded a public contract for at least 1 year after the date on which the Purchase Order is terminated; and (c) Seller is liable for any additional costs incurred by the Authority as a result of the termination of the Purchase Order.

ANTI-HUMAN TRAFFICKING ATTESTATION – By executing this Purchase Order, pursuant to section 786.06, Florida Statutes, Seller certifies, represents, and warrants that it does not use coercion for labor services, as those terms are defined in section 786.06. Seller will provide to the Authority an affidavit signed by an officer or representative of Seller under penalty of perjury attesting that Seller does not use coercion for labor or services. Notwithstanding anything contained in this Purchase Order to the contrary, the Authority may

terminate this Purchase Order immediately if Seller is found to have submitted a false attestation. Such termination shall be in addition to any and all remedies available to the Authority at law or in equity.

UNITED STATES-PRODUCED IRON AND STEEL IN PUBLIC WORKS PROJECTS – If (i) State of Florida funds will be used to pay this Purchase Order, and (ii) the Purchase Order is for a product made primarily of iron or steel, all iron or steel products included in this order must be produced in the United States, which means that all manufacturing processes, from initial melting through application of coatings, occur in the United States, other than metallurgical processes to refine steel additives. See section 255.0993, Florida Statutes.

COMMON CARRIER ATTESTATION – For contracts with a “person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering his or her services to all such as may choose to employ the common carrier and pay his or her charges,” seller attests that it is not willfully providing any service in furtherance of transporting a person into the State of Florida knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. Seller must complete Florida Department of Management Services Form PUR 1808, Common Carrier or Contracted Carrier Attestation Form, incorporated by reference into rule 60A-1.020, F.A.C., and submit the completed form to the Authority. Notwithstanding anything contained in this Purchase Order to the contrary, the Authority may immediately terminate this Purchase Order for cause if Seller fails to make its attestation or is found in violation of its attestation. Such termination shall be in addition to any and all remedies available to the Authority at law or in equity.

Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with SeaPort Manatee.

The undersigned, on behalf of _____ (“Contractor”), hereby attests as follows:

- A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the SeaPort Manatee from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
 - **“Coercion”** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
 - **“Labor”** means work of economic or financial value.
 - **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: _____
Printed Name: _____ Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: _____