

**SUBMIT  
PROPOSAL  
TO:**

Pinellas County Board of County  
Commissioners  
Purchasing Department  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756

**REQUEST FOR PROPOSAL**

**PINELLAS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**PROPOSAL TITLE: FOOD SERVICE OPERATION****PRE-PROPOSAL CONFERENCE: MANDATORY** ☒ **NON-MANDATORY** ☐ **N/A**

**DATE/TIME:** **April 18, 2005 @ 10:00 a.m.**  
Pinellas County Purchasing  
400 S. Ft. Harrison Ave.  
5<sup>th</sup> Floor Conference Room  
Clearwater, FL 33756

**PROPOSAL NO:**  
**045-409-P(clm)**

[www.pinellascounty.org](http://www.pinellascounty.org)



**PROPOSAL SUBMITTAL IS DUE: June 2, 2005 @ 3:00P.M. AND MAY NOT  
BE WITHDRAWN FOR: 120 DAYS AFTER SUCH DATE AND TIME.**

**DEADLINE FOR WRITTEN QUESTIONS: May 19, 2005 to**  
[cmancuso@co.pinellas.fl.us](mailto:cmancuso@co.pinellas.fl.us)

**CONTACT PERSON: CANDY MANCUSO**

**PHONE: 727 464-3311**

**FAX: 727/464-3925**

**ISSUE DATE:**  
**April 8, 2005**

**COMMISSIONERS**

**JOHN MORRONI - CHAIRMAN**  
**KENNETH T. WELCH - VICE CHAIRMAN**  
**RONNIE DUNCAN**  
**CALVIN D. HARRIS**  
**SUSAN LATVALA**  
**KAREN WILLIAMS SEEL**  
**ROBERT B. STEWART**

**THE MISSION OF PINELLAS COUNTY**

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

**JOSEPH LAURO,**  
**CPPO/CPPB**  
**Director of Purchasing**

**SECTION A****GENERAL CONDITIONS OF REQUEST FOR PROPOSAL****1. SUBMISSION OF PROPOSAL:**

- a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Section 119.07(3)(m), all proposals submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the 10-day period expires. Late proposals will not be accepted.
- b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- e). Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

**SECTION A - GENERAL CONDITIONS - CONTINUED****2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in Section B. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the /proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

**3. DESCRIPTION OF SUPPLIES/SERVICES:**

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

**4. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:**

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b). Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Requests for Proposals.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e). Pinellas County reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g). Pinellas County reserves the right to make selection of the proposer to perform the services required on the basis of the original proposals without negotiation.

**7 EVALUATION CRITERIA:**

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP. Proposers will ordinarily not be suggested for award/ranking of firms or oral presentations if a score of at least eighty percent (80%) of the total points available is not achieved through evaluation.

**6. COSTS INCURRED BY PROPOSERS:**

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

**7. ORAL PRESENTATION:**

An oral presentation of proposal may be requested of any firm, at the Evaluation Committee's discretion.

**SECTION A - GENERAL CONDITIONS - CONTINUED****8. CONFLICT OF INTEREST:**

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Fla. Stat., §112.311, et. Seq. The Proposer further represents that no person having any interest shall be employed for said performance.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion by certified mail within thirty days of receipt of notification by the Proposer.

**9. WITHDRAWAL OF PROPOSAL:**

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

**10. LATE PROPOSAL OR MODIFICATIONS:**

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted.

**11. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:**

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

**12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

**13. PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

**14. COLLUSION:**

The proposer, by affixing his signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

**SECTION A - GENERAL CONDITIONS - CONTINUED****15. RIGHT TO AUDIT:**

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three years from the date of final payment.

**16. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":**

The proposer is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

**17. COUNTY INDEMNIFICATION:**

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b) The successful proposer(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

**18. VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by proposers prior to submitting a proposal on this requirement.

**19. ADA REQUIREMENT FOR PUBLIC NOTICES:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

**20. CERTIFICATE OF INSURANCE:**

The successful proposer must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

**21. PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

Pinellas County wishes to encourage its proposer to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

**SECTION A - GENERAL CONDITIONS - CONTINUED****PROCUREMENT POLICY FOR RECYCLED MATERIALS: (continued)**

On all proposals over twenty-five thousand dollars (\$25,000) and formal quotes under twenty-five thousand dollars (\$25,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying proposal received.

**DEFINITIONS:**

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrape purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful proposer. The County will furnish a copy of the asbestos survey to the successful proposer. The proposer must keep this copy on site at all times during the actual demolition.

**22. PAYMENT/INVOICES:**

The proposer must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful proposer is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Florida Prompt Payment Act.

**23. CANCELLATION:**

- a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- c) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items/services which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
- d) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

**SECTION A - GENERAL CONDITIONS – CONTINUED****24. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

**25. NON-EXCLUSIVE CONTRACT:**

Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

**26. LOBBYING:**

Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

**27. ADDITIONAL REQUIREMENTS:**

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

**28. ADD/DELETE LOCATIONS/SERVICES:**

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

**29. SERVICES AGREEMENT:**

A *lease* agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners. *Vendor my propose in lieu of Lease an agreement in any other form incorporating the RFP and the successful proposal will be prepared by the County, signed by the successful proposers and presented to the Board of County Commissioners, County Administrator, or Director of Purchasing for approval and signature.*

## SECTION A - GENERAL CONDITIONS – CONCLUDED

**30. PROTEST PROCEDURE:**

As per Section 2-162 of County Code

1.

(a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.

(Ord. No. 94-51, § 5, 6-7-94)

(b) *Posting.* The purchasing department shall post the formal award on the departmental website. The formal award shall be publicly posted on the purchasing department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(g) *Review of Purchasing Director's decision.*

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deem appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

2. *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

**SECTION B - SPECIAL CONDITIONS**

**Proposal Title: FOOD SERVICE OPERATION**  
**Proposal Number: 045-409-P (clm)**

**1. OBJECTIVE:**

The Pinellas County Board of County Commissioners requests proposals from experienced and qualified vendors to provide, install, operate, and maintain a *Food Service Operation* at the Courthouse, 315 Court Street, Room 133, Clearwater, FL 33756.

**2. PROPOSAL REQUIREMENTS:**

Each proposal should contain the following at a minimum. Proposer must also address detailed requirements as specified in Section E, Scope of Work.

- a) A written narrative describing the method or manner in which the proposer proposes to satisfy requirements of the Scope of Work.
- b) A description of the proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also include the reference information requested in Section D.
- c) The compensation(s) to the County for services as outlined in the Scope of Work.

**3. EVALUATION CRITERIA:**

Following is the criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E, Scope of Work.

**4. PRICING/PERIOD OF CONTRACT:**

The contract shall be for a period of **60 months**.

**5. OPTION OF RENEWAL:**

The County, at its sole option through the County Administrator or designee, may renew with the successful proposer subject to written notice of agreement from the County and successful proposer, for **two (2) additional 60-month periods** beyond the primary contract period. This option shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

**6. EXCEPTIONS:**

Any language or provision or general condition in Section A that relates to procurement of commodities is not relevant to this RFP.



## SECTION B - SPECIAL CONDITIONS - CONTINUED

### 7 **MANDATORY PRE-PROPOSAL CONFERENCE:**

All questions pertaining to the proposal or technical specifications will be reviewed at this time. Proposal suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Request for Proposal.

Due to the scope of this project, proposals received from proposer(s) who did not attend the "Mandatory" prebid conference will be judged non-responsive and will not be considered for award.

### 8. **PROPOSAL DEPOSIT/HELD TO ENSURE PERFORMANCE:**

Not Applicable.

### 9. **PROPOSAL SUBMITTAL COPIES:**

Proposals shall be submitted in one (1) original and five (5) copies with the 'Original' clearly marked.

### 10. **ITEMS TO BE RETURNED WITH PROPOSAL:**

a)	Section B	Proposal Deposit (If Applicable)
b)	Section D	Vendor References see page 1
c)	Section E	Proposal Submittal
d)	Section F	Proposal Signature Page
e)	Section G	Addendum Acknowledgement Form (If Applicable)
f)	Section H	Statement of No Submittal (If Applicable)

### 11 **TIME LINE:**

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

April 8, 2005	Advertising & Publishing RFP
April 18, 2005 @ 10:00 a.m.	Mandatory Pre-proposal Conference
May 19, 2005	Deadline for Questions/Clarifications
June 2, 2005	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
June 4 – 17, 2005	Evaluation of the RFP
June 20, 2005	Recommendation due to Purchasing from General Services
July 12, 2005	Submit recommendation to Board for Award of Contract

**SECTION B - SPECIAL CONDITIONS - CONCLUDED****12. DEFAULT**

If the TENANT should fail to keep and perform any of the terms, covenants, conditions or provisions in this Lease contained to kept and performed by the TENANT, then within fifteen (15) days of the COUNTY becoming aware of the occurrence of the default, COUNTY shall notify TENANT of the default and its demand to cure the default. Upon receipt of notice TENANT shall have fifteen (15) days from the date of receipt to cure said default, or to comment to take such steps as are necessary to cure such default, or to commence or take such steps as are necessary to cure such default, which once commenced the TENANT agrees and shall pursue continuously until the default is finally cured. Upon Tenant's failure to either cure said default or to take steps that are necessary to cure said default, it may be lawful for the COUNTY to declare said demised term ended and to re-enter upon the demised Premises and to retake possession of the said Leased premises by process of law, or the COUNTY may have such other remedy as the law and this instrument afford. The TENANT covenants and agrees that upon termination of the said demised term, at such election of the COUNTY, or in any other way, it, the TENANT, will surrender and deliver up said Premises and property peaceably to the COUNTY, their agents and attorneys, immediately upon the termination of said demised term.

In the event TENANT defaults as set out above or elsewhere in the Lease, all payments of rent, additional rent, or of any other monies due from TENANT during the term of this Lease of any extension thereof, shall, at the option of the COUNTY, become immediately due and payable in full. COUNTY may re-enter the Premises using such force for that purpose as may be necessary without being liable to any prosecution therefore, and COUNTY may repair or alter the Premises in such manner as to COUNTY may seem necessary or advisable to re-let the Premises. Should COUNTY need to pursue any of its remedies, COUNTY shall be entitled to recover damages, including costs and attorneys fees. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

## SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

### I. MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
  - (2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$300,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
  - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
  - (4) Professional Liability Insurance - Not applicable
  - (5) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
  - (6) Builder's Risk and or Installation Floater in an All Risk Completed Value form covering insurable interest of both Owner and Contractor as their interests may appear, in an amount to be approved by Owner.
  - (7) Comprehensive - 3D - Not applicable.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
  - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
  - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - (4) Pinellas County, Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured.  
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the County.

### II. MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00 – Not applicable

<b>SECTION D - VENDOR REFERENCES</b>
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**Proposal Title: FOOD SERVICE OPERATION**

**Proposal Number: 045-409-P(clm)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: \_\_\_\_\_

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

HOW LONG IN PRESENT LOCATION: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

TOTAL NUMBER OF CURRENT EMPLOYEES: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: \_\_\_\_\_

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Contact

3. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Contact

2. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Contact

4. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Contact

**SECTION E – SCOPE OF WORK****Proposal Title: FOOD SERVICE OPERATION****Proposal Number: 045-409-P (clm)****A. OBJECTIVE:**

The Pinellas County Government requests proposals from experienced and qualified vendors to provide, install, operate, and maintain a *Food Service Operation* at the Courthouse, 315 Court Street, Room 133, Clearwater, FL 33756.

**B. INTRODUCTION:**

Pinellas County Board of County Commissioners are soliciting proposals from interested and qualified proposers for the right to operate the food service operation at the Clearwater Courthouse. The selected operator will be responsible for the operation as well as the purchase, installation and maintenance of the necessary equipment.

The parties covenant at the beginning of the contract to cooperate, communicate, and otherwise work together in a straightforward manner in order to achieve a “win-win” set of outcomes within the framework of an Agreement.

**C. DEFINITIONS:**

Agreement = Contractual Agreement between County and the Vendor.

County = Pinellas County Board of County Commissioners.

Furniture, Fixtures & Equipment (FF&E) = Items supplied by Vendor for the operation of the food concession service, such as but not limited to, cash register, microwaves, steamers, tables, chairs, freezers, refrigerators, food prep tables, storage shelving, lighting fixtures, cabinet millwork, and other such items.

Minimum Operating Specifications = Vendor must comply with the provisions set forth in the Exhibit to the Agreement.

Offeror/Proposer = Any person or entity submitting a response to this RFP to provide the services as defined by and in accordance with this RFP.

Proposal Documents = Those documents submitted by the proposer as responding to these proposal specifications and other documents related to the proposal.

Request for Proposal (RFP) = The document defining the specifications of services.

Vendor = The party selected and approved by County to provide the food service operation at the Clearwater Courthouse.

**D. BACKGROUND & HISTORY:**

The current coffee shop facility has not had any substantial upgrades or improvements for several years. The County is taking the opportunity to improve the facility by upgrading the plumbing, the electrical service and replacing the air handler units.

The Vendor will complete the leased space to its “finish” appearance including but not limited to the décor package, walls, flooring, ceiling, lighting, etc, subject to County’s approval, and supply and install all FF&E. The vendor will be responsible for the cost of plan reviews and applicable permits necessary to finish the space. The Vendor shall have the space finished and begin the food service operation within a minimum of 90 days after execution of agreement.

Clearwater Courthouse is located at 315 Court Street, in downtown Clearwater. The Courthouse is comprised of the majority of the County’s core government offices, including the County Commission, County Administrator, Clerk of the Court, Tax Collector, Property Appraiser, the Supervisor of Election as well as the Civil Circuit/County Courts.

**SECTION E – SCOPE OF WORK - CONTINUED****BACKGROUND & HISTORY: (continued)**

In addition to visitors, citizens, attorneys and jurors, there are approximately 1,275 County employees working within the Clearwater Courthouse. The existing food concession facility is approximately 1,100 sq. ft. The County makes no representations or warranties as to the potential customer base.

The current operating and maintenance (O&M) costs, electric, water, sewer and garbage disposal fees, are approximately \$5,740 per year.

A survey of the Courthouse employees was conducted of the types of menu selections desired. A copy of those results is attached. See attachment A.

**E. PURPOSE & OBJECTIVE:**

As is more fully explained in this RFP, an award, if made, will be made to the responsible proposer whose proposal is most advantageous to the County, taking into consideration the income to the County and the evaluation factors set forth in the RFP. The County will not use any other factors or criteria in the evaluation of proposals received.

This solicitation requires that in the event the County contracts for any exclusive products and/or services, such as beverage products, the vendor must comply with the exclusivity agreement and provide that product brand. The proposer must provide a menu and prices, years of experience in restaurant and food service, a business plan, the proposed revenue/rent to be paid to the County, any corporate, franchise or licensure affiliations, and the names of the key personnel. The proposal will include a construction plan including a description of the types of finish items, colors, materials, and trim work to be used, the appearance of the facility with renderings or photographs, a layout of the utility distributions including such detail as the electrical needs, maximum heat load of equipment, and samples if possible of the finish materials, the financial commitment of the proposer to this project, and a time schedule for build out. The proposer must also provide a list of items that they require the County provide to the operation, build out, and facility, and the cost estimates for those items. The County will maintain approval of items such as facility appearance, hours, signage, menu choices, and other items as they relate to the food service operation.

Effective March 11, 2005, the current concession provider, State of Florida, Division of Blind Services, ceased their operation at the coffee shop, which allows the County to renovate the interior of the facility. The County will replace those items that are in need of improvement, and bring the space to a "shell" or "vanilla box" space. Any and all of the leasehold improvements will remain with the County at the conclusion of the Agreement terms.

The food service operation contemplated under this RFP will commence with an initial term of five (5) years, with two additional 5-year terms, which options are in the sole and exclusive discretion of the County. Under the terms of the Agreement, the County will be responsible to provide water, sewer, electric, and garbage disposal to the leased space. The Vendor will be responsible for telephone, janitorial, and any other services. There is no gas supplied to the building.

The vendor will provide its own furniture, fixtures and equipment (FF&E) to the leased space. The vendor shall be responsible at all times during the lease term, and any lease extensions, for the service, maintenance and repair of the FF&E.

**F. INDEPENDENT CONTRACTOR:**

Contractor is, and shall remain an independent contractor with respect to the installation, service, maintenance, and operation of all equipment and performance pursuant to this agreement, and Contractor is not in any respect acting, nor shall it act, nor shall any person connected with Contractor represent himself as an agent or employee of the County. All persons employed in connection with the installation, maintenance, servicing and operation of such equipment, are and shall remain employees of Contractor, or suppliers to the Contractor, and under no circumstances shall Contractor or any person employed by Contractor be deemed to be an employee of the County.

**G. RELOCATION:**

The County reserves the right to relocate the Courthouse Food Service Operation to comparable premises at County's expense.

**H. BLUE PRINTS:**

The blue prints for the Courthouse, Room 133, 315 Court Street, Clearwater FL, 33756 are available by calling 727-464-3311 if you did not receive them by mail with this solicitation or at the mandatory pre-proposal conference.

**SECTION E – SCOPE OF WORK - CONTINUED**
**Instructions and Information:**

**Please fill in the following worksheets leaving no blanks.**

Where information is not available, please insert "N/A" in the blank. Where amounts are zero, please insert "0" in the blank.

This RFP requires that all submissions include financial criteria and financial statements from the two (2) most recent fiscal years. For this reason, you are requested to fill in the year on each section.

Definitions are provided for the relevant terms at the beginning of the worksheet. Vendors submitting proposals are evaluated on the following criteria (defined below): (1) profitability, (2) operational effectiveness, (3) liquidity / solvency, (4) percentage of requested financial materials submitted, and (5) quality and type of financial materials submitted. Audited materials or those reviewed by a CPA are the most desirable and increase the score of the vendor. This worksheet is being included in the RFP to standardize the required information and provide greater equity in the evaluation process between all the vendors. The financial evaluation is separate from the other portions of the RFP process and is scored by the Pinellas County Office of Management and Budget as follows.

- (1) **Profitability** = 
$$\frac{\text{Net Income}}{\text{Total Assets}}$$
- (2) **Operational Effectiveness** = 
$$\frac{\text{Net Profit}}{\text{Net Sales}}$$
- (3) **Liquidity** = 
$$\frac{\text{Cash} + \text{Cash Equivalents} + \text{Accounts Receivable}}{\text{Current Liabilities}}$$
- (4) **Required Materials Submitted**
- Statement of net worth for both years
  - Financial Statements / Tax Returns for both years
  - Balance Sheets as of October

A raw score will be converted to a number score to reflect the required percentage of this particular portion of the overall score.

**DEFINITIONS**

**Use these definitions to assist you in filling out the subsequent forms**

**Accounts Receivable** is defined as a debt owed to an enterprise that arises in the normal course of business dealings and is not supported by negotiable paper. For example, the charge accounts of a department store. Income due from investments (unless the investments are the business itself) is not usually shown in accounts receivable. A claim against a debtor usually arising from sales or services rendered; not necessarily due or past due.

**Cash** is defined as ready money, currency, coins, negotiable checks, bank balances, or anything that circulates as money.

**Cash Equivalents** are defined as case that is not actually or constructively received (i.e. property instead of cash).

**Debt** is a sum of money due by certain and express agreement. A specified sum of money owing from one person or entity to another. Debt includes not only the obligation of the debtor to pay, but right of the creditor to receive and enforce payment.

**Net Income** is income subject to taxation after allowable deductions and exemptions have been subtracted from gross income. The excess of all revenues and gains for a period over all expenses and losses of the period.

**Assets** are defined as all property and money held by a person, company, association, or corporation. More specifically, it is the entire property, real and personal, tangible and intangible including patents and causes of action which belong to any person, association, corporation or estate that is applicable or subject to the payment of his or her or its debts.

**Liabilities** are obligations, either absolute or contingent, which may or may not ripen into a debt that one must pay. Accounts, wages, salaries payable, dividends declared payable, accrued taxes payable, fixed or long-term obligations such as mortgage bonds, debentures, and bank loans are all examples of liabilities.

**Net Profits** are the amount of all sales minus the cost of goods and services sold.

**Net Sales** are gross sales minus returns, allowances, rebates, and discounts.

<b>SECTION E – SCOPE OF WORK - CONTINUED</b>
--

1. Please provide financial statements for the most recent two years, which include the following:

	Year 1	Year 2
Accounts Receivable	_____	_____
Trade Notes minus allowance for bad debts	_____	_____
<i>Total Checking</i>	_____	_____
<i>Total Savings, IRA, 401K</i>	_____	_____
<i>Cash on Hand</i>	_____	_____
<i>Cash in Register</i>	_____	_____
<i>Petty Cash</i>	_____	_____
<i>Inventory</i>	_____	_____
<i>(-) Accumulated Depreciation</i>	_____	_____
<i>(-) Retained Earnings</i>	_____	_____
Net (or Taxable) Income	_____	_____
Deposits	_____	_____
Loans to Shareholders	_____	_____
Mortgage and Real Estate Loans	_____	_____
Common Stock	_____	_____
Securities (Other)	_____	_____
Depreciable / Deletable Intangible Assets	_____	_____
Other Assets	+ _____	+ _____
<i>Total Assets</i>		



SECTION E – SCOPE OF WORK - CONTINUED

	Year 1	Year 2
Accounts Payable		
Salaries/Wages Payable		
Repair/Maintenance Due		
Bad Debts		
Debts Payable		
Mortgages, Notes, Bonds Payable		
Interest Payable		
Loans from Shareholders		
Capital Stock		
Additional pain-in Capital		
Other Current Liabilities	+	+
<b>Total Liabilities</b>		

**SECTION E – SCOPE OF WORK - CONTINUED****RESPONSE FORMAT:**

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its proposal.

- **Tab 1 – Management Summary**  
Provide a cover letter indicating the underlying restaurant/food service background, expertise, qualifications, and philosophy of your firm in providing the services required in this RFP. Also be sure to include the name and telephone number of a contact person concerning the proposal.
- **Tab 2 – Business Plan**  
The business plan should include, but not be limited to:
  - 1) Description of the proposed contract team, and the role to be played by each member of the proposed team;
  - 2) Proposed team organizational structure, interrelationships, and interactions including management policies describing controls over money, staffing, accounting, and customer service;
  - 3) Detailed plan of approach (including major tasks and sub-tasks);
  - 4) Transition plan to demonstrate smooth and timely reopening;
  - 5) Proposed service quality program including description and photos of equipment to be used, and include the proposed cash registers to be used and how each transaction will be accounted and what reports are to be provided;
  - 6) Description of proposed construction plan. The plan shall include the proposed time schedule describing the phases of work and an estimated completion date (month and year). Also state whether the work will be done after hours. The plan shall include a layout of the facility including the utility distribution including such detail as the electrical needs, maximum heat load of equipment, and samples if possible of the finish materials, a list of the Vendor's contractors, and renderings or photographs of the proposed finished space. All construction including finish items and trim work that is permanently attached to the building will be considered the property of the Vendor until the Agreement ends, at which time it will be considered property of the County.
  - 7) Anticipated Menu including portion sizes and prices.
  - 8) Vendor must comply with all Code requirements and Health Department requirements as they relate to the food service operation. There shall be no vent hood or exhaust system within the facility. There shall be no cooking of foods that produce grease-laden air.
- **Tab 3 – Proposed Revenue**  
Indicate the proposed revenue/rent to be paid to the County, whether such revenues will be based on a fixed rent, a percentage of gross sales, or a combination thereof. Additionally, indicate any other shared revenue proposals. Indicate any amounts proposer will contribute to the renovation, remodel and improvement project. Also include a statement of the items that the County will be required to provide and the cost estimate of such items.
- **Tab 4 – Corporate Experience and Capacity**  
Provide information that documents your firm's qualifications and corporate, franchise, and/or licensure affiliations to produce the required outcomes, including its ability, capacity, skill, and financial strength, including ability to provide required performance bond, and any capital improvements proposed.
- **Tab 5 – Key Personnel**  
Attach resumes of all managers and senior-level supervisors who will be involved in the management of the total package of services, as well as the delivery of specific services.

**SECTION E – SCOPE OF WORK - CONTINUED****RESPONSE FORMAT:** (continued)

- **\*Tab 6 – Customer Listings**  
Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients shall have characteristics as similar as possible to those requested in this RFP. Information provide for each client shall include the name, address, and telephone number; description of services provided; and the time period of the contract. Failure to provide complete and accurate client information may result in the disqualification of your proposal.
- **\*Tab 7 -Additional Information**  
List any other information necessary to aid in the evaluation of your proposal.
- **\*Tab 8 –Vending Machines**  
The county may designate strategic locations throughout the courthouse for vending machines (snack & beverage) for use during off-hours or when the food service operation is closed.

As part of this contract would you be able to provide vending machines for such locations? If so, provide details with your proposal.

\*Note: Tabs 6, 7 & 8 will not be part of the evaluation criteria.

<b>SECTION E – SCOPE OF WORK - CONCLUDED</b>
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**F. EVALUATION CRITERIA:****EVALUATION FACTORS**

A panel appointed by the COUNTY will evaluate proposals. Other agencies to the County may examine documents. Any response that takes exception to any mandatory items in the proposal process may be rejected and not considered.

The factors to be considered in the evaluation are listed below. While the County believes all these items to be of importance, they are not ranked in any order of importance:

<b><u>Understanding of the Task</u></b>	300
A written narrative describing the method or manner in which the proposer proposes to satisfy requirements as described in the scope of work. Including Tab 2 on page 18	
<b><u>Proposal</u></b>	250
Indicate the proposed revenue/rent to be paid to the County, whether such revenues will be based on a fixed rent, a percentage of gross sales, or a combination thereof. Additionally, indicate any other shared revenue proposals. Indicate any amounts proposer will contribute to the renovation, remodel and improvement project. Also include a statement of the items that the County will be required to provide and the cost estimate of such items. Tab 3 on Page 18.	
<b><u>Management Summary</u></b>	300
Information indicating the underlying restaurant/food service background, expertise, qualifications, and philosophy of your firm in providing the services required in this RFP. Also be sure to include the name and telephone number of a contact person concerning the proposal. Tab 1 on page 18.	
In addition, commitments to be responsive to requests for service and information, and in providing equipment and services in a timely and professional manner.	
<b><u>Qualifications and Experience</u></b>	150
As outlined in Tab 4 and Tab 5 on page 18 including information in Section D & Section E	

Total	1000
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**SECTION F – INSTRUCTIONS FOR SUBMITTING PROPOSALS****Proposal Title: FOOD SERVICE OPERATION****Proposal Number: 045-409-P(clm)**

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP. Number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

Proposals shall be submitted in **one (1) original and five (5) five** copies.

VENDOR NAME: \_\_\_\_\_

VENDOR ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

\* REQUIRED ENTRY

**I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.**

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME &amp; TITLE (print): \_\_\_\_\_

<b>SECTION G - ADDENDUM ACKNOWLEDGMENT FORM</b>
---

**Proposal Title: FOOD SERVICE OPERATION**

**Proposal Number: 045-409-P(clm)**

**PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:**

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

**Note:** Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase), listed under category 'Bid Schedule'.

SECTION H – NO BID STATEMENT

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately.  
***Thank you.***

[Pinellas County Purchasing Department  
400 South Fort Harrison Avenue, 6th Floor  
Clearwater, Florida 33756]

We, the undersigned have declined to submit a proposal for No. **045-409-P(c1m) for FOOD SERVICE OPERATION.**

Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

- ☐ Insufficient time to respond to the Request for Proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond requirement.
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements
- ☐ Remove Us from Your "Notification List" Altogether
- ☐ Other (specify below).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Notification List of Pinellas County.

COMPANY NAME:

SIGNATURE:

TELEPHONE:

DATE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT A****SURVEY RESULTS**

Do you patronize the coffee Shop? YES 65% NO 33% N/R 2%

Would you patronize the coffee shop if selections were more to your liking?

YES 71% NO 16% N/R 13%

Would you patronize the coffee shop if more seating were available?

YES 71% NO 25% N/R 4%

More inside tables YES 23% NO 28% N/R 49%

Outdoor patio seating YES 47% NO 31% N/R 22%

SELECTIONS	Ranking	% Respondents Favoring
<b>BREAKFAST</b>		
Bagels/Toast/Muffins	1	44%
Sausage/Bacon/Ham	2	43.5%
Breakfast Sandwich	3	43%
Eggs	4	38%
Hash Brown Potatoes	5	29.5%
French toast	6	20%
Donuts & Pastries	7	18%
Pancakes	7	18%
Cold Cereal Boxes	8	12%
<b>BEVERAGES</b>		
Bottled Water	1	57%
Can/Bottle Soda	2	48%
Juice	3	37.5%
Coffee	4	35%
Iced Tea	5	33%
Fountain Soda	6	31.5%
Fruit Smoothies	7	29%
Cappucino	8	23%
Hot Chocolate	9	16.5%
Hot Tea	10	16%
<b>LUNCH</b>		
Soup & Salad Bar	1	52%
Salad	2	48%
Deli Sandwich	3	39.5%
Hot meal (entrée & 2 sides)	4	39%
Soup	5	37%
Wraps	6	29.5%
Pressed Sandwich	7	28%
French Fries	8	19%
Hamburger	9	18.5%
Hot Dogs	10	17%
Pre-packaged. Sandwich	11	6%
<b>SNACKS</b>		
Chips	1	32%
Cookies	2	25%
Candy Bars	3	25%
Crackers	4	23%
Gum	5	21%

N/R = No Response

Whitney/2003-0112 SURVEY RESULTS Updated.doc



## LEASE AGREEMENT

THIS LEASE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "LANDLORD," "COUNTY" and "County," which terms shall include County's designated agent(s) and/or successors in interest, and \_\_\_\_\_, hereinafter referred to as "TENANT."

### WITNESSETH:

WHEREAS, COUNTY, after soliciting competitive proposals for leasing and operating food concession services at the Clearwater Courthouse complex pursuant to Pinellas County Request for Proposal No. \_\_\_\_\_, hereinafter referred to as "RFP," COUNTY has awarded this contract to TENANT; and

WHEREAS, TENANT has represented that it is able to satisfactorily provide the services according to the terms and conditions of the RFP, which is incorporated herein by reference.

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. PREMISES:

In consideration of the rent hereinafter agreed to be paid by the TENANT to the COUNTY, and in consideration of the covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, the COUNTY does hereby lease and let unto the TENANT, and the TENANT does hereby lease from the COUNTY Room 133, 1,120 sq. ft. located within the Courthouse Building at 315 Court Street, Clearwater, Florida.

COUNTY shall renovate the facility as outlined in the RFP # \_\_\_\_\_. TENANT shall improve the facility as identified in its Response to the RFP, and as outlined in the attached Exhibit "A".

2. TERM AND RENTAL:

A. TERM. This Lease shall be for an initial term of five (5) year(s) commencing \_\_\_\_\_, 2005, (hereinafter referred to as the "Commencement Date"), and ending \_\_\_\_\_, 20\_\_\_. The COUNTY, at its sole option, through the County Administrator or his designee, may renew the Lease for up to two (2) additional 5-year periods, only if all terms and conditions remain the same. In the event

COUNTY desires to exercise an option to TENANT, COUNTY shall provide Notice to TENANT not less than six (6) months prior to the expiration of the term.

B. RENTAL. TENANT shall pay to COUNTY on or before the 15<sup>th</sup> day of each month Percentage Rent in the amount of \_\_\_\_\_ (\_\_\_\_%) percent of gross monthly revenues for the preceding month, subject to applicable taxes, without demand, deduction, setoff or abatement. Rental payments shall begin when sales commence. However, in any event rent shall commence no later than \_\_\_\_\_, 2005.

Prior to the end of each term, COUNTY has the right to review profitability of the TENANT, costs associated with the facility, and renegotiate an adjustment to the Percentage Rent.

Records supporting such payment must be provided with each payment, as evidenced in the Sales Tax Report and Concession Monthly Summary Report, in the format attached hereto as Exhibit "B". On an annual basis or portion thereof, TENANT shall provide to COUNTY an Annual Profit and Loss Statement, in the format attached hereto as Exhibit "C". Both the Concession Monthly Summary Report and the Annual Profit and Loss Statement shall be based on source documents and books of original entry. Books of original entry and source documents shall be retained for a period of five (5) years, except that such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the retention period. The retention period commences from the date of submission of the Annual Profit and Loss Report required above.

"Anniversary Date" shall mean \_\_\_\_\_ of each calendar year.

"Gross Monthly Revenue" shall mean the gross revenues received by TENANT from all sales of services and merchandise and all other receipts of all business conducted in or from the Leased premises during any calendar month. It includes the entire amount of the selling price of all merchandise, goods, property and services sold in or from the Premises by TENANT, its employees, agents, subtenants, licensees and assignees, including all revenue derived by TENANT from its activities and business from the Premises from the purchase and the sale of merchandise and from shops, whether for cash or for credit and the entire amount of all orders filled at or secured or received in the Premises. No deductions shall be allowed for uncollected or uncollectible accounts. The Percentage Rent provision applies with full force and effect to any mail-order revenues, catalog business revenues, website revenues, electronic commerce,

Internet or e-mail orders, which advertises, references, depicts or emanates from the TENANT'S business on the Premises.

c) Late Fee: All payments shall be made timely or may be subject to a late penalty in the amount of 1% of the fee due for each day the payment is late. If payments and applicable penalties are not received within fifteen (15) days of the payment due date, then COUNTY may cancel this Lease and begin procedures to collect the performance bond as required in the RFP. The late fee is applicable for each and every payment which is past due.

e) No set off: All rent shall be payable without deduction, set-off-abatement or diminution except as otherwise specifically set forth in this Lease, and TENANT hereby expressly waives the benefits of any and all laws permitting TENANT to claim a set-off against Rent for any cause whatsoever.

3. USE:

It is understood and agreed between the parties hereto and TENANT covenants that said Premises during the continuance of the Lease shall be used and occupied for food concession services and for no other purpose or purposes, without the written consent of the COUNTY. TENANT shall comply with the terms of the Minimum Operation Specifications, a copy of which is attached hereto as Exhibit "D", and as it may be amended from time to time. TENANT acknowledges that it shall not be permitted to cook food items. There shall be no cooking of foods that produce grease-laden air. TENANT agrees to cause the Leased Premises to be operated for such use during the entire term of this Lease, unless prevented from doing so by causes beyond TENANT'S control, and to conduct its business at all times in a reputable manner. This Lease is made on the express condition that the Premises shall be used only in conformance with the applicable laws and ordinances. TENANT shall not make or permit any offensive or unlawful use of said Premises. All rights of TENANT hereunder may be terminated by the COUNTY in the event that any other use be made thereof.

The TENANT shall not allow the Premises to be used for activities which are prohibited in all COUNTY-owned or COUNTY-occupied buildings or land under the provisions of Federal, State, or Local Laws, rule, regulations, or ordinances. By way of illustration and not limitation, State Law prohibits the use of COUNTY-occupied buildings or land for political fund raisers [see §106.15(40), Florida Statutes], and Federal and State Law prohibits use of COUNTY-occupied buildings or land for any implied promotion of a religion.

No alcoholic beverages will be allowed on the Premises in accordance with Ordinance No. 00-42.

4. TAXES:

In the event that any ad valorem, rental, sales or similar taxes are levied upon the Leased Premises due to the existence of this Lease, then TENANT shall pay all such taxes so imposed. TENANT shall provide to COUNTY a copy of the monthly Florida Sales Tax report each month with its payment due under this Lease.

5. UTILITIES:

COUNTY shall pay for electric, water, sewer, and garbage disposal services. COUNTY shall not be liable in any manner for damages to TENANT'S business and/or inventory, or for any other claim by TENANT, resulting from any interruption in utility services. TENANT shall pay for all other expenses, such as but not limited to telephone service, pest control, janitorial, or cable television. No gas is provided to the Courthouse building.

6. MAINTENANCE AND SERVICES:

TENANT shall maintain the Leased Premises in good repair and in a clean, neat, orderly, and sanitary condition. Said maintenance shall include, but not be limited to non-structural maintenance and repairs of the facility spaces. COUNTY shall provide power to the electrical panel and maintain the circuit breakers therein. TENANT shall be responsible for any new circuits required, replace and maintain any electrical receptacles within the facility spaces.

COUNTY shall inspect the Leased Premises on a quarterly basis to determine any maintenance needs. Such inspections shall be performed by Facility Management Division, in cooperation with Lease Management Division, and TENANT may participate in the inspections. A copy of Inspection Reports shall be maintained by Facility Management Division and available upon review by TENANT, if requested. To the event the inspection determines certain maintenance is required, COUNTY is only responsible for those items which are considered part of the building. All other maintenance items such as grease traps, plumbing, electrical needs, telephone, pest control, janitorial services, and those items on the interior of the facility spaces are the responsibility of the TENANT.

The TENANT shall provide the COUNTY with prompt written notice of any structural defects or the need of the aforementioned structural repairs or replacements. TENANT shall be responsible for any such repairs described in this paragraph if covered by or resulting from the

actions or negligence of TENANT, its agents, employees, invitees, licensees, customers or its clients.

In the event COUNTY pays any monies required to be paid by TENANT hereunder, COUNTY shall demand repayment of same from TENANT within ten (10) days of payment and TENANT shall make such payment within ten (10) days of receipt of said demand. TENANT'S failure to timely reimburse shall be deemed a breach of this Lease.

7. INSURANCE:

TENANT shall procure, pay for and maintain during the term of the Lease insurance as required herein:

A. Comprehensive General Liability including, but not limited to, independent contractor, contractual, Premises/Operations and Personal Injury covering liability assumed under indemnification provisions of this Lease, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined single limits of not less than \$500,000, each occurrence, will be acceptable.) Coverage shall be on an "occurrence" basis. Fire Legal Liability shall be included to limits of \$50,000. This insurance may be provided through one (1) primary policy, or through use of a primary and an excess umbrella in follow form to reach the total required limits.

B. Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$300,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$300,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

C. Workers' Compensation in at least the limits required by Florida Law, and Employers' Liability, where applicable, of not less than \$100,000.

D. \$500,000 Combined Single limits, personally injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.

E. Builder's Risk and/or Installations Floater in an All Risk Completed Value form covering insurable interest of both County and Contractor as their interest may appear, in an amount to be approved by County.

F. TENANT shall furnish to COUNTY a \$2,500.00 performance bond in a form acceptable to COUNTY to guarantee satisfactory performance of this Lease, as required in the RFP and incorporated herein by reference.

G. A Certificate of Insurance shall be filed within five (5) days from the Commencement Date to the Lease Management Division, 201 Rogers Street, Clearwater, FL 33756 and thereafter. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to the COUNTY by certified mail. TENANT shall notify COUNTY within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles, which all are at the sole responsibility and risk of TENANT. The term "COUNTY" or "PINELLAS COUNTY" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of COUNTY and individual members and employees thereof in their official capacities while acting on behalf of PINELLAS COUNTY. The Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as additional insured, except for Workers' Compensation. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the COUNTY to any such future coverage, or to COUNTY'S Self-Insured Retentions of whatever nature. The TENANT hereby waives subrogation rights for loss or damage against the COUNTY.

8. LIABILITY OF COUNTY:

All property of any kind that may be on the Premises during the continuance of the Lease shall be at the sole risk of TENANT, and COUNTY shall not be liable to TENANT or any other person for any injury, loss, or damage to property or to any person on said Premises.

9. ASSIGNMENT AND SUBLETTING:

The TENANT further agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of the COUNTY, and not to sublet said Premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Such consent is at the sole discretion of COUNTY. Consent by the COUNTY to one or more assignments of this Lease or to one or more sublettings of said Premises shall not operate as a waiver of COUNTY'S rights under this section.

10. ALTERATIONS, MECHANIC'S LIENS:

A. TENANT will not make any alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air conditioning or electrical or other building systems or equipment, without the prior written consent of COUNTY. TENANT shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the Leased Premises undertaken by TENANT. All such additions, improvements and fixtures, except movable office furniture, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the Lease.

B. TENANT shall promptly pay for all charges for labor, services and materials used in connection with any improvements or repairs to the Leased Premises undertaken by TENANT. Any mechanics liens against the Premises, TENANT'S leasehold, or the land and building arising out of work performed by or for TENANT are hereby expressly prohibited and in the event of the filing of any Claim of Lien, TENANT shall promptly satisfy same or transfer it to a bond; and TENANT shall in any event protect COUNTY'S interest in underlying real estate and shall hold COUNTY harmless against any such claims.

11. COVENANT AGAINST LIENS:

TENANT shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in the Premises herein demised or on the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with TENANT with respect to the demised Premises or any part thereof, are hereby charged with notice that they must look to TENANT to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Lease.

12. POSSESSION:

TENANT shall be granted possession of the Premises immediately upon the commencement date of this Lease and shall be entitled to full use of said Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this Lease by all parties.

13. INDEMNIFICATION:

TENANT covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by TENANT,

its officers, employees, agents, contractors, or subcontractors during the performance of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said parties may be subject including COUNTY'S costs and attorneys fees incurred in defending such claims, except that neither TENANT nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees.

14. CONDEMNATION:

If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and if such portion of the demised Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then, from that day, the TENANT shall have the right either to terminate this Lease and declare the same null and void, or to continue in the possession of the remainder of the same under the terms herein provided, except that the base rent shall be reduced in proportion to the amount of the Premises taken. If the TENANT shall fail to terminate this Lease as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease shall continue for the then balance of the term. If TENANT exercises its right to cancel, all advance rent paid by the TENANT shall be adjusted to the date of said taking. If TENANT fails to exercise its right to cancel, TENANT shall, at its own cost and expense, make the repairs made necessary to said partial taking.

The parties agree that TENANT shall receive notice of the commencement of condemnation proceedings within ten (10) days of COUNTY'S notice of their initiation if commenced by a third party, or within ten (10) days of their initiation if commenced by COUNTY.

15. DESTRUCTION OF PREMISES:

If the demised Premises shall, without fault of TENANT, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, COUNTY may, by written notice delivered to TENANT within one hundred twenty (120) days after such destruction or damage, elect to rebuild or repair. In such event, this Lease shall remain in force, and COUNTY shall rebuild or repair the Premises within a reasonable time after such



election, putting the Premises in as good condition as they were at the time immediately prior to the destruction or damage. For that purpose, COUNTY may enter the Premises, and rent shall abate during the time the Premises are untenable. If COUNTY elects not to restore or rebuild, TENANT may have the option to do so only with COUNTY'S written approval. If neither party so elects, this Lease shall terminate effective the date of said destruction.

16. DEFAULT:

If the TENANT should fail to keep and perform any of the terms, covenants, conditions or provisions in this Lease contained to be kept and performed by the TENANT, then within fifteen (15) days of the COUNTY becoming aware of the occurrence of the default, COUNTY shall notify TENANT of the default and its demand to cure the default. Upon receipt of notice, TENANT shall have fifteen (15) days from the date of receipt, to cure said default, or to commence or take such steps as are necessary to cure such default, which once commenced the TENANT agrees and shall pursue continuously until the default is finally cured. Upon TENANT'S failure to either cure said default or to take steps that are necessary to cure said default, it may be lawful for the COUNTY to declare said demised term ended and to re-enter upon the demised Premises and to retake possession of the said Leased Premises by process of law, or the COUNTY may have such other remedy as the law and this instrument afford. The TENANT covenants and agrees that upon termination of the said demised term, at such election of the COUNTY, or in any other way, it, the TENANT, will surrender and deliver up said Premises and property peaceably to the COUNTY, their agents and attorneys, immediately upon the termination of the said demised term.

In the event TENANT defaults as set out above or elsewhere in this Lease, all payments of rent, additional rent, or of any other monies due from TENANT during the term of this Lease or any extension thereof, shall, at the option of the COUNTY, become immediately due and payable in full. COUNTY may re-enter the Premises using such force for that purpose as may be necessary without being liable to any prosecution therefore, and COUNTY may repair or alter the Premises in such manner as to COUNTY may seem necessary or advisable to re-let the Premises. Should COUNTY need to pursue any of its remedies, COUNTY shall be entitled to recover damages, including costs and attorneys fees. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

17. SIGNS:

TENANT agrees that any and all signs, brochures, menu boards and advertising, and all print material shall be presented and approved by the Department prior to use. TENANT may, at its own expense, have the name of the business operation on the door, together with the hours of operation and an emergency telephone number, subject to Department approval before installation.

18. WAIVER:

One or more waivers of any covenant or condition by the COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by the COUNTY to or of any act by the TENANT requiring the COUNTY'S consent or approval shall not be construed a consent or approval to or of any subsequent similar act by the TENANT.

19. OBSERVANCE OF LAWS:

TENANT agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, of all County, State, and Federal Boards and Agencies, and of insurance carriers, due to this use or occupancy of the demised Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

20. ACCESS TO PREMISES:

The COUNTY shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting or conducting tests upon the same, or for making repairs to the demised Premises or to any property owned or controlled by the COUNTY therein. Such repairs shall not unduly interfere with TENANT'S business, except as is naturally necessitated by the nature of the repairs being effected. In the event of an emergency, LANDLORD shall have the right to enter the Premises without prior notification.

21. RELATIONSHIP OF PARTIES; CONSTRUCTION OF LEASE:

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of COUNTY and TENANT. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

This contract shall be governed by the laws of the State of Florida. Any changes in the applicable laws which govern this Lease will necessitate a change in Lease Terms and Conditions which may be effected thereby, at the time such changes may arise.

22. SURRENDER AT END OF TERM:

Upon the expiration of the term hereof or sooner termination of this Lease, TENANT agrees to surrender and yield possession of the demised Premises to the COUNTY, peacefully and without notice, and in good order and condition, broom clean condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as TENANT is not required to restore or remedy under other terms and conditions of this Lease.

23. NOTICES:

The checks for rental or other sums accruing hereunder shall be forwarded to the COUNTY at the following address:

Lease Management Division  
General Services Department  
201 Rogers Street  
Clearwater, FL 33756

until TENANT is notified otherwise in writing; and all notices given to the COUNTY hereunder shall be forwarded to the COUNTY at the foregoing address, by registered or certified mail, return receipt requested, until TENANT is notified otherwise in writing. All notices given to the TENANT hereunder shall be forwarded to TENANT at the following address:

«TenantName»  
«TenantAddr»  
«TenantCityStZip»

by registered or certified mail, return receipt requested, until COUNTY is notified otherwise in writing.

24. QUIET ENJOYMENT:

The COUNTY covenants and agrees that upon TENANT paying said rent and performing all of the covenants and conditions aforesaid on TENANT'S part to be observed and performed, the TENANT shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the term aforesaid.

25. SUCCESSORS AND ASSIGNS:

The covenants, provisions and agreements herein contained shall in every case be binding upon and inure to the benefit of the parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of the TENANT to assign TENANT'S interest under this Lease is and shall be subject to the written consent of the COUNTY as hereinabove provided, which provision it is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

26. PUBLIC ENTITY CRIME ACT:

The TENANT is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and the County's requirement that the TENANT comply with it in all respects prior to and during the term of this Lease.

27. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County Public Health Department.

28. FISCAL FUNDING:

In the event funds are not appropriated by the COUNTY for the COUNTY'S obligations under the terms of the Lease in any succeeding fiscal year for purposes described herein, then this Lease shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended.

29. HAZARDOUS SUBSTANCES:

TENANT shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. TENANT shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance use.

TENANT shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which TENANT has actual knowledge. If TENANT learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, TENANT shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal Laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection.

30. ANNUAL REPORT

TENANT shall provide and submit a copy of its Corporate Annual Report listing the officers and directors, which is filed with the Secretary of State, to COUNTY on or before July 1<sup>st</sup> of each year. TENANT shall also provide other reasonable information as COUNTY may from time to time request, and COUNTY shall allow TENANT a reasonable period of time within which to comply.

31. AUDIT

TENANT will maintain daily records of its receipts and expenses in connection with the operation and maintenance of the facility. TENANT shall keep all records and supporting documentation which concern or relate to this Lease for a minimum of five (5) years from the date of termination of this Agreement, or such longer period of time as may be required by law, whichever is later. The COUNTY, or any duly authorized agent or representative of the COUNTY shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours at a location within Pinellas County mutually convenient to the parties, or at such other location mutually agreeable to the parties.

32. ENTIRE AGREEMENT:

The Lease Agreement as hereinabove set forth, including all exhibits and riders, if any, together with the following documents which are incorporated herein by reference:

- a) Request for proposal # \_\_\_\_\_, and all of its addenda and attachments;
- b) TENANT'S Response to the RFP;  
incorporates all covenants, promises, agreements, conditions and understandings between the parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the parties as hereinbefore stated.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease Agreement the day and year first above written.

ATTEST: Karleen F. DeBlaker  
Clerk of Circuit Court

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Deputy Clerk

COUNTY:  
PINELLAS COUNTY, FLORIDA  
By and through its Board of County Commissioners

By: \_\_\_\_\_SAMPLE\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chairman  
(SEAL)

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Approved as to Form  
Office of County Attorney

By: \_\_\_\_\_  
Assistant County Attorney

Whitney/SameSpace/2003-0112 Lease.doc

TENANT:

By: \_\_\_\_\_SAMPLE\_\_\_\_\_

Print Name: \_\_\_\_\_

EXHIBIT "A"  
CONCEPT FLOOR PLAN



EXHIBIT "B"

CONCESSION MONTHLY SUMMARY REPORT

Vendor Name:

Mail to: Pinellas County  
Lease Management Division  
201 Rogers Street  
Clearwater, FL 33756

Make Check Payable to: Board of County Commissioners

Report for the month of \_\_\_\_\_ 200\_\_.

Fixed Rent: \$\_\_\_\_\_

Gross Sales:  
\$\_\_\_\_\_ x \_\_\_\_\_ % of Sales = \$\_\_\_\_\_

Subtotal \$\_\_\_\_\_

Sales Tax ( 7%) \$\_\_\_\_\_

Total Payment \$\_\_\_\_\_

**PAYMENTS MUST BE SUBMITTED BY THE 15<sup>TH</sup> OF THE MONTH.**

## EXHIBIT "C"

## ANNUAL PROFIT AND LOSS STATEMENT FOR 200\_\_\_\_

Vendor Name:
--------------

Submit to: Pinellas County  
 Lease Management Division  
 201 Rogers Street  
 Clearwater, FL 33756

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GROSS SALES: \$ \_\_\_\_\_

Less:

Fixed Rent	\$ _____
Percentage Rent	\$ _____
Operating Expenses	\$ _____
Other	\$ _____

Subtotal  
 \$ \_\_\_\_\_

ANNUAL PROFIT/ LOSS \$ \_\_\_\_\_

---

Prepared by: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

CERTIFICATION: I certify that this annual profit and loss statement is true and correct and is based upon actual gross receipts for the period covered and recorded in the accounting records.	
_____ Signature of Vendor	DATE: _____

**DUE WITHIN 90 DAYS AFTER CLOSE OF CALENDAR YEAR.**

## EXHIBIT "D"

### MINIMUM OPERATION SPECIFICATIONS

#### MINIMUM OPERATING SPECIFICATIONS

(Department = General Services Department)

##### HOURS

TENANT'S business hours and schedule of operation shall be approved by the General Services Department, and shall be posted on the door of the Coffee Shop. Such business hours shall be regular and reasonable. Any deviation or change from these hours and days shall require prior written approval by the Department. The following hours shall be the minimum business hours:

Monday – Friday: 7:30 a.m. – 4:00 p.m.

Closed all County recognized holidays, as they may change from time to time.

##### EMERGENCY

TENANT shall be available by telephone twenty-four (24) hours a day, seven (7) days a week for emergencies during the entire term, and any renewals, of this Lease.

Information on how to contact TENANT or its designee is to be provided to the Department.

##### FOOD ITEMS

Menu items offered for sale shall be of superior quality as determined by the County. In the event the quality of items are considered to be below standards, County may at its sole option, require TENANT to modify the item. In the event TENANT fails to meet these standards COUNTY may deem TENANT in material default of the Lease. Such items shall be approved by the Department.

##### LOBBY AREA

TENANT may be allowed to place dining tables and chairs in the Lobby Area of the Courthouse, in an area not to exceed 80 sq. ft., subject to approval by the Department Director. Such placement, size, and quantity of tables to be determined by the Department.

##### PERSONNEL

Employees shall be identified by a uniform and name tag.

Employees shall maintain personal hygiene and appearance.

Staffing shall be sufficient to service demand.

In the event Tenant shall employ any person who, by his or her acts, engages in a course of conduct detrimental to the best interests of the County, or their actions tends to reflect negatively on the rendering of services to the general public, the Tenant shall remove that employee from the property until proper control is restored to the situation.

### SIGNAGE

All signs, brochures, menu board, advertising, and all print material shall be presented and approved by the Department prior to use. TENANT may, at its own expense, have the name of the business operation on the door, together with the hours of operation and an emergency phone number.

### RECEIPTS

TENANT shall have a process to offer receipts and subsequently refunds if necessary.

### MAINTENANCE AND SERVICE:

TENANT shall be responsible for all maintenance and service within the Leased Premises. COUNTY shall evaluate the Leased Premises on a quarterly basis to determine any maintenance needs. To the extent the evaluation determines certain maintenance is required, COUNTY is only responsible for those items which are considered part of the building. All other maintenance items such as grease traps, plumbing, electrical needs, telephone, pest control, janitorial services, and those items on the interior of the facility space are the responsibility of the TENANT.

### BEVERAGE EXCLUSIVITY:

In the event COUNTY chooses to retain one particular exclusive soft-drink provider for Pinellas County, TENANT will comply with such provision.

### INSPECTIONS

Maintain a certain level of service to County standards and expectations. All equipment, merchandise displays, and other items are to be in good repair at all times.

### PUBLIC COMPLAINT PROCESS

Tenant shall be open and responsive to suggestions identified by the Department for improvements.