

**SUBMIT  
BID TO:**

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

# INVITATION TO BID

**PINELLAS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**BID TITLE: LEASE OF OFFICE SPACE, 501 1<sup>ST</sup> AVENUE NORTH, SUITE 403**

**BID NO.: 067-0685-R (DM)**

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



**BID SUBMITTAL IS DUE: NOVEMBER 8, 2007 @ 3:00 P.M. AND  
MAY NOT BE WITHDRAWN FOR 90 DAYS AFTER SUCH DATE AND TIME**

**DEADLINE FOR WRITTEN QUESTIONS: 10/22/07 by 3:00 P.M. MUST  
BE SUBMITTED TO (CONTACT PERSON) DOT MILTON, CPPB AT  
(EMAIL ADDRESS) [dmilton@co.pinellas.fl.us](mailto:dmilton@co.pinellas.fl.us)**

**PHONE: 727-464-3311 FAX 727/464-3925**

**ISSUE DATE**

**OCTOBER 5, 2007**

## COMMISSIONERS

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

### 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 INVITATION TO BID

### 1. PREPARATION OF BID:

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) Bidders will not include federal taxes nor State of Florida sales, excise, and use taxes in bid prices, as the County is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

### 2. DESCRIPTION OF SUPPLIES:

- (a) 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. Bids will be considered for all brands which meet the quality of the specifications listed for any items.

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*Candy Marcuse*  
**JOSEPH LAURO**  
CPPO/CPPB  
Director of Purchasing *Borge*

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- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) Bidders will not include federal taxes nor State of Florida sales, excise, and use taxes in bid prices, as the County is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

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## SECTION A - GENERAL CONDITIONS - CONTINUED

- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.
3. **SUBMISSION OF BID:**
- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice provided such notice is received prior to the time and date set for the bid submittal.
4. **REJECTION OF BID:**
- (a) The County may reject a bid if:
1. The bidder misstates or conceals any material fact in the bid.
  2. The bid does not strictly conform to the law or requirements of bid.
  3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The County may, however, reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the bid has been qualified as provided in 4(a) 3. The County may also waive any minor informalities or irregularities in any bid.
5. **WITHDRAWAL OF BID:**
- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.
6. **LATE BID OR MODIFICATIONS:**
- (a) Bid and modifications received after the time set for the bid submittal will not be considered.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.
7. **PUBLIC REVIEW AT BID OPENING:** Bids will be opened immediately after the bid 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 bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.07(3)(m), all bids submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the ten day period expires.
8. **AWARD OF CONTRACT:**
- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to one vendor by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.
9. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:** Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.
10. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:** The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.

## SECTION A - GENERAL CONDITIONS - CONTINUED

11. **PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid 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.
12. **COLLUSION:** The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
13. **CONTRACTOR LICENSE REQUIREMENT:** All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.
14. **BID TABULATION INQUIRIES:** Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Telephone inquiries will be acknowledged after fourteen (14) days from the date of the bid opening. IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID PROPOSAL. IF MORE CONVENIENT, TABULATIONS ARE AVAILABLE FOR PICK-UP AFTER FINAL AWARD.
15. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.
16. **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 (3) years from the date of final payment.
17. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** The contractor is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful bidder comply with it in all respects prior to and during the term of this contract.
18. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.
19. **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 bidder(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.
20. **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 bidders prior to submitting a bid on this requirement.
21. **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.

<b>SECTION A - GENERAL CONDITIONS - CONTINUED</b>
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22. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

23. **CERTIFICATE OF INSURANCE:** The contractor 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.

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

Pinellas County wishes to encourage its bidders 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 bidder who certifies that their product or material contains the greatest percentage of post-consumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is post-consumer 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 bid 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.

Post-consumer 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.

25. **ASBESTOS MATERIALS:**

The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

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 contractor. The County will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

26. **PAYMENT/INVOICES:** The bidder must specify on the Bid Summary form exactly the company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder 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 bid. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.

27. **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>SECTION A - GENERAL CONDITIONS - CONTINUED</b>
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- (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 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.
- (d) 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 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.
28. **BIDDER CAPABILITY/REFERENCES:** Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D)
29. **DELIVERY/CLAIMS:** Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items
30. **MATERIAL QUALITY:** All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.
31. **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 bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in Section A. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid/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 bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.
32. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:** The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. 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 bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.
33. **EXCEPTIONS:** Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
34. **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.

<b>SECTION A - GENERAL CONDITIONS - CONTINUED</b>
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35. **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.

36. **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.

(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.*

<b>SECTION A - GENERAL CONDITIONS - CONCLUDED</b>
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(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 deemed 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.

(4) Stay of Procurement During Protests. There shall be no stay of procurement during protests.

37. **INTEGRITY OF BID DOCUMENTS**

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid.** Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

38. **PUBLIC EMERGENCIES:**

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

## SECTION B SPECIAL CONDITIONS

LEASE OF OFFICE SPACE, 501 1<sup>ST</sup> AVENUE NORTH, SUITE 403  
067-0685-R (DM)

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for **Lease of Office Space located at 501 1<sup>st</sup> Avenue North, Suite 403, St. Petersburg, Florida, 33701**
2. **TERM OF LEASE:** Rent will be paid according to the lease terms. Duration of the contract shall be for a period of one (1) year commencing on January 1, 2008 ending December 31, 2008
3. **OPTION OF RENEWAL:**

The contract may be extended subject to written notice of agreement from the Tenant for an additional four (4) one (1) year terms beyond the primary contract period. Contract renewals will allow for a four (4%) percent fixed rental rate increase. Lease may be renewed provided the Tenant notifies the Landlord in writing, not less than 120 days prior to the end of the initial one year term. This option shall be exercised only if all terms and conditions remain the same. In addition, this lease may be terminated at any time during the renewal terms by the Landlord or Tenant with 120 days written notice to the other.
4. **CERTIFICATE OF INSURANCE:** The successful bidder must provide a Certificate of Insurance in accordance with insurance requirements in Paragraph 7, Page 3, of the Lease Agreement. Prior to execution of the Lease Agreement. The bidder will indemnify and hold the County harmless according to the conditions stated in Paragraph Page 6 of the Lease Agreement.
5. **BID BOND/BID DEPOSIT:** A bid deposit in the amount of \$1,000.00 must accompany each bid. The bid deposit shall be in the form of a bid bond or a negotiable instrument (cashier's check, certified check, money order, bank draft, irrevocable letter of credit or trust company treasurer's check). **NO PERSONAL, COMPANY CHECKS OR CASH WILL BE ACCEPTED.** Check shall be payable to Pinellas County Board of County Commissioners. The deposit of the successful bidder will be returned upon or before award of the contract. Deposits of all unsuccessful bidders shall be returned upon, or before contract award by the Board of County Commissioners or County Administrator. **The bid deposit is subject to be forfeited if the successful bidder fails to execute the written contract and to satisfy any other conditions precedent, within a reasonable time as determined by the County.**
6. **LEASE AGREEMENT:** The successful bidder shall be required to execute a lease agreement in substantially the same form as the terms and conditions specified in the lease attached to this bid package.
7. **AWARD OF BID:** Award shall be made to the highest responsive and responsible bid received.
8. **INSPECTION:** Arrangements to view the property prior to the bid question deadline on page 1 can be arranged by contacting Jeffrey D. Harris, Lease Management at (727) 464-3496.
9. **BREACH OF CONTRACT:** Failure of Contractor to perform any of the services required by this contract within ten(10) days of receipt of written demand for performance from the County shall constitute breach of contract.

**SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS**

**I MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS**

**SEE LEASE AGREEMENT FOR INSURANCE REQUIREMENT**

**SECTION D – VENDOR REFERENCES**

**LEASE OF OFFICE SPACE, 501 1<sup>ST</sup> AVENUE NORTH, SUITE 403  
067-0685-R (DM)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID 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: \_\_\_\_\_

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

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

1. COMPANY: \_\_\_\_\_

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

TELEPHONE/FAX: \_\_\_\_\_

CONTACT: \_\_\_\_\_

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

2. COMPANY: \_\_\_\_\_

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

TELEPHONE/FAX: \_\_\_\_\_

CONTACT: \_\_\_\_\_

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

3. COMPANY: \_\_\_\_\_

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

TELEPHONE/FAX: \_\_\_\_\_

CONTACT: \_\_\_\_\_

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

4. COMPANY: \_\_\_\_\_

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

TELEPHONE/FAX: \_\_\_\_\_

CONTACT: \_\_\_\_\_

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

**SECTION E - SPECIFICATIONS****LEASE OF OFFICE SPACE, 501 1<sup>ST</sup> AVENUE NORTH, SUITE 403  
067-0685-R (DM)****A. LOCATION:**

The County Building is located in Downtown St. Petersburg, at 501 1<sup>st</sup> Avenue North, St. Petersburg, Florida. This bid is for the lease of one (1) suite #403 in the building.

**B. PARKING SPACES:**

There are two (2) garage parking spaces available. Additional spaces are offered at \$50.00 per month/per space if available.

**C. RENTABLE SQUARE FEET:**

Suite #403 containing 1,182 square feet rentable area

**D. NOTES:**

1. The successful bidder will accept leased space in “**AS IS**” condition.
2. The County shall pay for electric, water, sewer, janitorial, and garbage removal.
3. Tenant shall be responsible for telecommunication installation and expense.
4. Tenant shall provide appropriated insurance coverage as explained in Lease Agreement.
5. The minimum bid amount shall be \$1,650.00/per month plus applicable Sales Tax for this space.
6. Tenant shall maintain the Lease Premises as outlined on Page 3, paragraph 6, Maintenance and Services.

## SECTION F - BID SUMMARY

LEASE OF OFFICE SPACE, 501 1<sup>ST</sup> AVENUE NORTH, SUITE 403  
067-0685-R (DM)

SUITE NUMBER	LEASE SQ FT	MINIMUM BID PER MONTH	BID AMOUNT PER MONTH
403	1,182	\$1,650.00	

DELIVERY \_\_\_\_\_ DAYS AFTER RECEIPT OF ORDER

NOTE: BIDS MUST BE SUBMITTED IN DUPLICATE

**BIDDER MUST COMPLETE FOLLOWING**

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY.

PAYMENT TERMS: \_\_\_\_\_% \_\_\_\_\_ DAYS,  
NET \_\_\_\_\_

SALES PERSON TO CONTACT AFTER AWARD:

BIDDER NAME

BID DEPOSIT, WHEN REQUIRED IS ATTACHED  
IN THE AMOUNT OF \$ \_\_\_\_\_

N/A

\*REMIT TO NAME (AS SHOWN ON INVOICE)

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS  
OF THIS BID AND CERTIFY THAT I AM AUTHORIZED  
TO SIGN THIS BID FOR THE BIDDER.

BIDDER ADDRESS

CITY STATE ZIP

AUTHORIZED SIGNATURE

TELEPHONE FAX

PRINT NAME AND TITLE

FEDERAL EMPLOYEE ID NO. (FEIN)

DATE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_  
(ACCOUNT REPRESENTATIVE)COMPANY EMAIL ADDRESS: \_\_\_\_\_  
(REQUIRED FOR FUTURE ELECTRONIC NOTIFICATIONS)

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE	
W-9 TAXPAYER ID/CERTIFICATION	

**Proper Corporate Identity** is needed when you submit your bid, especially how it is registered with the Division of Florida Corporations. Please see [www.sunbiz.org](http://www.sunbiz.org) website for this division. It is essential for you to fill out the W9 on the next page and return it with your bid. Thank you."

**Form W-9**  
(Rev. November 2005)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box:  Individual/  
Sole proprietor     Corporation     Partnership     Other ▶ .....     Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)      Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
OR								
Employer identification number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



**SECTION H - STATEMENT OF NO BID**

NOTE: If you do not intend to bid 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 bid for No. **067-0685-R** for **LEASE OF OFFICE SPACE, 501 1<sup>ST</sup> AVENUE NORTH, SUITE 403, ST. PETERSBURG, FLORIDA.**

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- 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:

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

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

DATE: \_\_\_\_\_

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

TYPED NAME OF ABOVE: \_\_\_\_\_

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

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

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

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TENANT: \_\_\_\_\_

Lease Number: **2007-0037**

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**501 BUILDING LEASE AGREEMENT**

THIS LEASE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "LANDLORD," "COUNTY" or "County," which terms shall include COUNTY'S designated agent(s) and/or successors in interest, and \_\_\_\_\_, hereinafter referred to as "TENANT."

**WITNESSETH:****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 those certain Premises situated in Pinellas County, Florida, consisting of 1,182 square feet of office space located at 501 First Avenue North, Suite 403, St. Petersburg, Florida.

**2. TERM AND RENTAL**

This is a one (1) year Lease commencing on January 1, 2008, ending December 31, 2008. The monthly rental rate shall be \$1,650.00 plus any applicable sales and use taxes, which may occur during the term. Payment shall be due and payable on the first day of each month without notice. Each year's Lease renewal and any subsequently exercised renewal periods shall be subject to a fixed rental rate increase of four (4) percent.

The Lease may be renewed for four (4) additional one-year terms, provided the TENANT notifies the LANDLORD in writing, not less than 120 days prior to the end of any rental term. This Lease may be terminated at any time during the renewal terms by COUNTY or TENANT with 120 days written notice to the other.

**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 as a law office and for no other purpose or purposes, without the written consent of the COUNTY, and the 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. TENANT agrees to abide by the terms and conditions of the LANDLORD'S building policies, as contained in the 501 Building Tenant Handbook, as it may be reasonably amended from time to time.

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 fundraisers 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 in the Building in accordance with Pinellas County 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.

#### **5. UTILITIES**

LANDLORD will pay for water, electric, sewer, and garbage services to the Premises. The TENANT will pay for telecommunications expenses and installation for the Premises. Normal business hours for the 501 Building are defined in the 501 Tenant Handbook. After-hours HVAC services are available to TENANT at a charge of \$50.00 per hour. TENANT must give LANDLORD twenty-four (24) hours notice of such request. Such notice must be in writing and delivered to the on-site Facility Management Division, Suite A-117, at the 501 Building.

#### **6. MAINTENANCE AND SERVICES**

The TENANT shall maintain the leased Premises in a clean, neat, orderly, and sanitary condition. LANDLORD shall be responsible for all maintenance except that which is required as a result of TENANT'S acts of negligence. LANDLORD will provide janitorial services and other building services per the 501 Tenant Handbook.

The LANDLORD shall be responsible for the performance of structural repairs and replacements, including outer walls, foundation, roof, buried conduits, but only if such repairs and replacements are not determined to be the result of action of the TENANT, its agents, employees,

invitees, licensees, customers or its clients. The TENANT shall provide the COUNTY with prompt written notice of any structural defects, maintenance requests, or the need of the aforementioned structural repairs or replacements. TENANT shall be responsible for any such repairs described in this paragraph if caused 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, Products/Completed Operations, Host Liquor Liability (if applicable), 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 \$1,000,000, each occurrence; and property damage of not less than \$1,000,000, each occurrence. (Combined single limits of not less than \$1,000,000, each occurrence, will be acceptable.) Coverage shall be on an "occurrence" basis. Fire Legal Liability shall be included to limits of \$100,000. 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. Workers' Compensation in at least the limits required by Florida law, and Employers' Liability, where applicable, of not less than \$100,000.

C. TENANT shall carry fire and other insurance insuring its interest in TENANT'S improvements in Premises, and its interest in its office furniture, equipment, supplies and other personal property, in an amount equal to but not less than ninety percent (90%) of the full insurable value thereof, written by a good and solvent insurance company qualified to do business in the State of Florida, naming TENANT as the insured. The original policies or certificates thereof, together with evidence of payment therefore, shall be delivered to LANDLORD prior to the Commencement Date. TENANT shall renew said policy not less than thirty (30) days prior to the expiration date thereof from time to time and furnish said renewals and evidence of payment therefore to LANDLORD. Each such policy shall be non-cancelable for any cause and not be materially changed without first giving

LANDLORD thirty (30) days prior written notice. TENANT hereby waives any rights of action against LANDLORD for loss or damage to its improvements, fixtures and personal property in Premises.

D. A Certificate of Insurance shall be filed within five (5) days from the commencement date to the Lease Management Division, 201 Rogers St., Clearwater, Florida 33756 and annually thereafter. TENANT shall notify the COUNTY within forty-eight (48) 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. Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured, except for Workers' Compensation. 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 Retentions of whatever nature.

#### **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; provided, however, TENANT may assign this Lease to a successor by merger, to an entity that acquires substantially all of TENANT'S assets, or to an affiliate that controls, is controlled by, or is under common control with TENANT without COUNTY'S 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 subletting of said Premises shall not operate as a waiver of COUNTY'S rights under this section.

#### **10. ALTERATIONS, CONSTRUCTION LIENS**

A. TENANT will not make any structural modifications, 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. TENANT shall be allowed the right to remove improvements installed by TENANT with the prior written consent of COUNTY, provided any damage caused thereby is repaired by TENANT at TENANT'S expense.

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, including Worker's Compensation coverage pursuant to Florida law, 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. This indemnification shall survive the termination of this Lease.

#### **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 resulting from said partial taking.

The parties agree that TENANT shall receive notice of the commencement of condemnation proceedings within thirty (30) days of COUNTY'S notice of their initiation if commenced by a third party, or within thirty (30) 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 thirty (30) 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 terminate this Lease. If either 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 COUNTY may deem 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 signs or advertising, including awnings, to be used in connection with the leased Premises must have COUNTY'S written 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 with reasonable notice 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.

**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 LANDLORD 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 affected 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  
ATTN: Lease Management Manager  
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. All notices given to the TENANT hereunder shall be forwarded to TENANT at the following address:

TENANT  
501 First Avenue N., Suite 403  
St. Petersburg, FL 33701

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. TENANT shall have access to suite 24 hours per day, 7 days per week.

**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 provisions of Section 9, 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 Health Department.

**28. FISCAL FUNDING**

In the event funds are not appropriated by the COUNTY 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. PARKING**

LANDLORD shall provide and maintain parking facilities adjacent to the Building for the purpose of accommodating TENANT and its employees. LANDLORD reserves the right to control the method, manner, time of parking, and number of parking spaces provided, however TENANT shall be entitled

to two (2) garage parking spaces at no charge to TENANT. Additional spaces may be reserved at market rate plus applicable sales tax for the initial term and the extension term on a space available basis. TENANT'S guests, customers, patrons, and invitees may use the parking lot located on the southwest corner of 1<sup>st</sup> Avenue and 5<sup>th</sup> Street, N., St. Petersburg, FL.

**31. ENTIRE AGREEMENT**

The Lease Agreement as hereinabove set forth, including all exhibits and riders, if any, 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: Ken Burke  
Clerk of Circuit Court

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

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

ATTEST:  
\_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

TENANT:  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
(SEAL)

Approved as to Form  
Office of County Attorney  
By: \_\_\_\_\_  
Title: Assistant County Attorney