

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

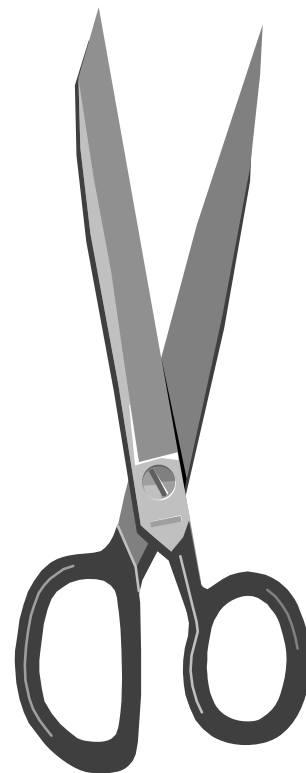
SEALED BID NO.: **078-0291-R (DM)**

BID TITLE: LEASE OF STUDIO APARTMENT AT
ST. PETE BEACH, FLORIDA

DUE DATE/TIME: **April 17, 2008 @ 3:00 P.M.**

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase, from which you obtained this bid. Before submitting your bid/proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return addendum acknowledgement form with completed bid package if applicable.

**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 STUDIO APARTMENT AT ST. PETE BEACH, FLORIDA

BID NO.: 078-0291-R (DM)

PRE-BID CONFERENCE: NOT APPLICABLE

www.pinellascounty.org



**BID SUBMITTAL IS DUE: April 17, 2008 @ 3:00 P.M. AND MAY NOT
BE WITHDRAWN FOR 90 DAYS AFTER SUCH DATE AND TIME**

ISSUE DATE

**DEADLINE FOR WRITTEN QUESTIONS: April 7, 2008 by 3:00 P.M.
MUST BE SUBMITTED TO (CONTACT PERSON) DOT MILTON, CPPB
AT (EMAIL ADDRESS) dmilton@co.pinellas.fl.us**

March 21, 2008

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

COMMISSIONERS

ROBERT B. STEWART - CHAIRMAN
CALVIN D. HARRIS - VICE CHAIRMAN
RONNIE DUNCAN
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.

Candy Mancuso
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.

SECTION A - GENERAL CONDITIONS - CONTINUED**DESCRIPTION OF SUPPLIES: (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. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason.** This upholds the integrity of the bidding process.

(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.

SECTION A - GENERAL CONDITIONS - CONTINUED

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.
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.

SECTION A - GENERAL CONDITIONS - CONTINUED

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.
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.

SECTION A - GENERAL CONDITIONS - CONTINUED

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) 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.

SECTION A - GENERAL CONDITIONS - CONTINUED

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.*

SECTION A - GENERAL CONDITIONS - CONCLUDED

PROTEST PROCEDURE (continued)

(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

Bid Title: **LEASE OF STUDIO APARTMENT AT ST. PETE BEACH, FLORIDA**
Bid Number: **078-0291-R (DM)**

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for **annual lease for a beach cottage residence located at 113 10th Avenue. St Pete Beach, Florida.**
2. **BASE BID:** The base bid will be \$625.00 per month. You must bid at least this amount.
3. **TERM OF LEASE:** The lease shall be for a term of one (1) year commencing upon the first day of the month.
4. **OPTION OF RENEWAL:** This lease may be renewed subject to written notice of agreement from the County and successful tenant, for four (4) successive additional terms of one (1) year each beyond the primary contract period. This option shall be exercised only if all terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing. The rental rate will increase five (5%) percent each year on the Anniversary Date.
5. **BID DEPOSIT:** A bid deposit in the amount of \$325.00 shall accompany each bid. The bid deposit shall be in the form of a negotiable instrument (cashier's check, certified check, money order, bank draft, 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 applied to the first months rent. **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. **CERTIFICATE OF INSURANCE/INDEMNIFICATION:** The successful bidder must provide a Certificate of Insurance in accordance with Insurance Requirements in Paragraph 8 of the Lease agreement, prior to execution of the Lease Agreement. The bidder will indemnify and hold harmless according to the conditions stated in Paragraph 14 of the Lease Agreement.
7. **LEASE AGREEMENT:** Successful bidder shall be required to execute a lease agreement with all terms and conditions as specified in the Lease Agreement sample.
8. **INSPECTION/SITE VISIT:** Arrangements to view the property may be made by contacting Lease Management at 464-4396. All site visits must be complete before question deadline, April 7, 2008.
9. **FURTHER INFORMATION:** Further information relative to this Invitation to Bid may be obtained by contacting Dorothy Milton, Procurement analyst, at 727-464-3311.
10. **RIGHTS OF PINELLAS COUNTY:** The Board of County Commissioners and /or the County Administrator reserves the right to reject any and all bid received.
11. **AWARD OF BID:** Award shall be made to the highest responsive and responsible bidder.
12. **CREDIT CHECK:** A credit and background check may be conducted on the successful bidder prior to bid award.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

- I **SEE AGREEMENT ATTACHED FOR INSURANCE REQUIREMENTS**

SECTION D – VENDOR REFERENCES

Bid Title: **LEASE OF STUDIO APARTMENT AT ST. PETE BEACH, FLORIDA**

Bid Number: **078-0291-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

Bid Title: **LEASE OF STUDIO APARTMENT AT ST. PETE BEACH, FLORIDA**

Bid Number: **078-0291-R (DM)**

- A. **COTTAGE DESCRIPTION:** This is an unfurnished beach cottage with wall air conditioning and heater, full kitchen, full bath, washer and dryer, living room and enclosed porch located one block from the Gulf of Mexico in Pass-A-Grille.
- B. **TENANT/CARETAKER RESPONSIBILITIES:** Responsible for monthly rent, maintaining cottage property, electric, cable, telephone service, ground maintenance and appropriated insurance as outlined in lease agreement.

Tenant/Caretaker shall monitor activities and report any suspicious behavior pertaining to the Beach Cottage and the adjacent Gulf Beach Historical Museum to the appropriate law enforcement and Pinellas County.

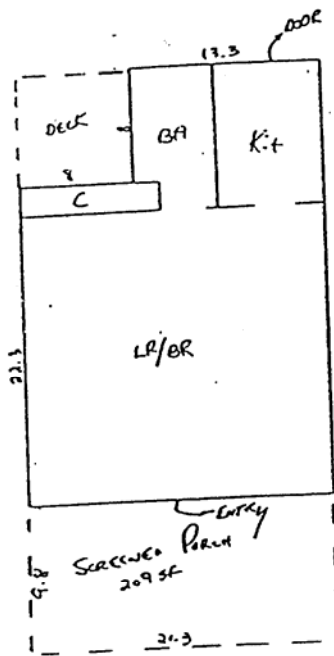
Tenant/Caretaker shall report any unsafe condition or damage to the Beach Cottage and or Gulf Beach historical Museum to the County.

Assist Museum personnel in unlocking, locking, and setting alarms on as need basis.

- C. **COUNTY RESPONSIBILITIES:**

The County will pay for garbage collection, water and sewer only.

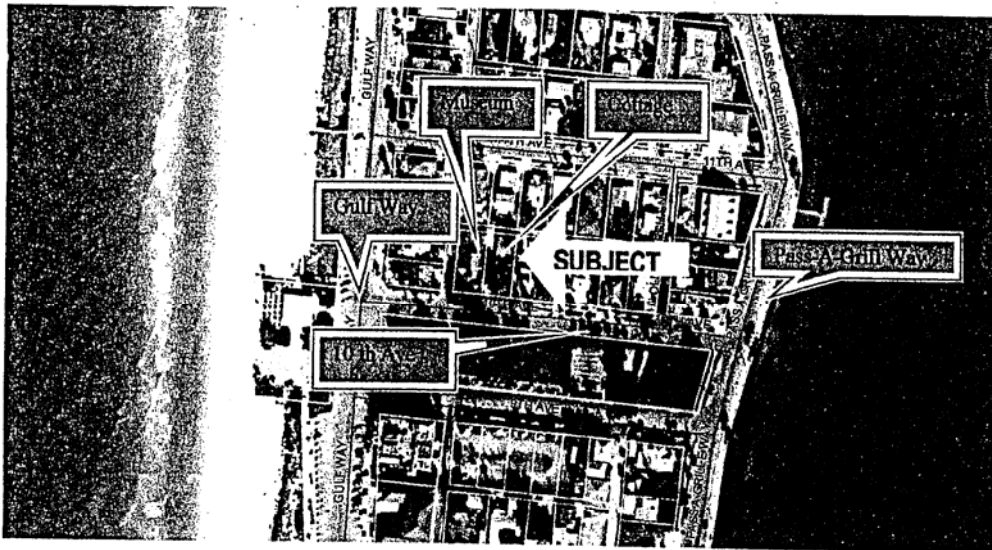
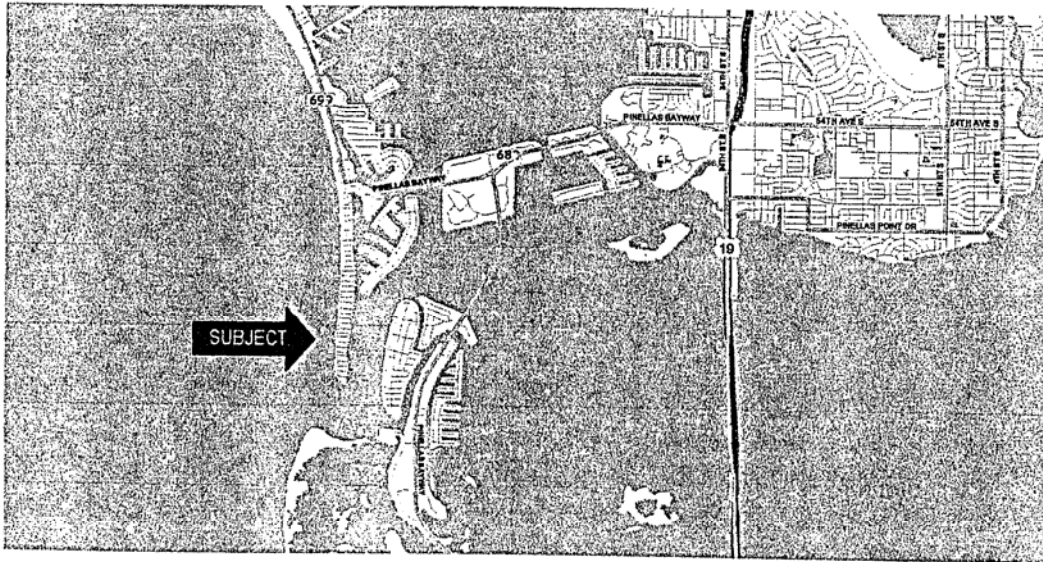
Building Sketch



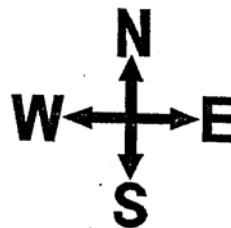
VISUAL AID ONLY
NOT TO SCALE

113 10th Avenue
St. Petersburg Beach, FL

ST. PETE BEACH COTTAGE AND MUSEUM



Yvonne/2003-0128 Aerial



SECTION F - BID SUMMARY

Bid Title: **LEASE OF STUDIO APARTMENT AT ST. PETE BEACH, FLORIDA**
Bid Number: **078-0291-R (DM)**

LEASE OF COUNTY OWNED PROPERTY
113 10TH AVENUE
ST. PETE BEACH, FLORIDA

REMINDER: \$ _____ MO/12 \$ _____ /YR
BID DEPOSIT IN THE AMOUNT TO \$325.00 MUST BE SUBMITTED IN ORDER FOR BID TO BE CONSIDERED.

MINIMUM BID OF \$625.00

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.

SALES PERSON TO CONTACT AFTER AWARD:

BIDDER NAME

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

*REMIT TO NAME

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	
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 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."

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: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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:

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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 G - ADDENDUM ACKNOWLEDGMENT FORM

Bid Title: **LEASE OF STUDIO APARTMENT AT ST. PETE BEACH, FLORIDA**

Bid No: **078-0291-R (DM)**

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

ADDENDUM NO.

SIGNATURE/PRINTED NAME

DATE RECEIVED

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, listed under category ‘Bid Schedule’.

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. **078-0291-R (DM)** for **LEASE OF STUDIO APARTMENT AT ST. PETE BEACH, 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:

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: _____

TABLE OF CONTENTS

LANDLORD: PINELLAS COUNTY TENANT:
LEASE/ISSUE NO. 2007-0088

1. PREMISES:1
2. TERM AND RENTAL:1
3. USE:2
4. TAXES:2
5. UTILITIES:2
6. TENANT/CARETAKER’S MAINTENANCE AND SERVICES:3
7. LANDLORD’S MAINTENANCE AND SERVICE:4
8. INSURANCE:4
9. LIABILITY OF COUNTY:5
10. ASSIGNMENT AND SUBLETTING:6
11. ALTERATIONS, MECHANIC’S LIENS:6
12. COVENANT AGAINST LIENS:6
13. POSSESSION:7
14. INDEMNIFICATION:7
15. DESTRUCTION OF PREMISES:7
16. DEFAULT:8
17. WAIVER:9
18. OBSERVANCE OF LAWS:9
19. ACCESS TO PREMISES:9
20. RELATIONSHIP OF PARTIES; CONSTRUCTION OF LEASE:9
21. SURRENDER AT END OF TERM:10
22. NOTICES:10
23. QUIET ENJOYMENT:11
24. SUCCESSORS AND ASSIGNS:11
25. PUBLIC ENTITY CRIME ACT:11
26. RADON GAS:11
27. FISCAL FUNDING:12
28. HAZARDOUS SUBSTANCES:12
29. ENTIRE LEASE AGREEMENT:12

LEASE AGREEMENT

THIS LEASE AGREEMENT made this ____ day of _____, 2008, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “LANDLORD,” or “COUNTY,” which terms shall include County’s designated agent(s) and/or successors in interest, and _____ hereinafter referred to as “TENANT/CARETAKER.”

WITNESSETH:

1. PREMISES:

In consideration of the rent hereinafter agreed to be paid by the TENANT/CARETAKER 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/CARETAKER, and the TENANT/CARETAKER does hereby lease from the COUNTY, an unfurnished cottage. Those certain Premises are situated in Pinellas County, Florida, and located at 113 10TH Avenue, St. Pete Beach, Florida and legally described as:

Lot 19, Blk 4, MOREY BEACH, as recorded in Plat Book H1, Page 102, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

2. TERM AND RENTAL:

This Lease shall be for a term of one (1) year commencing upon the 1st day of _____ 2008, and ending on the _____ day of _____, 2009. The rental consideration for this term shall be _____ (\$) DOLLARS per month payable without notice, on the first day of each month of the Lease Term and any renewal options. This Lease shall be automatically renewed for four (4) successive additional terms of one (1) year each unless either party notifies the other in writing ninety (90) days prior to the end of any term of its intent not to renew.

For purposes of rental redetermination, the Anniversary Date shall be _____. The rental rate will increase five (5%) percent each year on the Anniversary Date.

3. USE:

It is understood and agreed between the parties hereto and TENANT/CARETAKER covenants that said Premises during the continuance of the Lease shall be used and occupied for residential use and for no other purpose or purposes, without the written consent of the COUNTY, and the TENANT/CARETAKER agrees to cause the Premises to be operated for such use during the entire term of this Lease, unless prevented from doing so by causes beyond TENANT/CARETAKER'S control. This Lease is made on the express condition that the Premises shall be used only in conformance with the applicable laws and ordinances. TENANT/CARETAKER shall not make or permit any offensive or unlawful use of said Premises. All rights of TENANT/CARETAKER hereunder may be terminated by the COUNTY in the event that any other use be made thereof.

The County-owned Gulf Beaches Historical Museum (Museum) that is adjacent to the Beach Cottage, may utilize, with prior notice to the TENANT/CARETAKER, the front yard of the Beach Cottage for special events. The Museum personnel/volunteers are responsible for any clean-up incurred prior, during and after such event.

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:

TENANT/CARETAKER agrees to promptly pay all charges for gas and electricity supplied the Premises, whether determined by meter or otherwise. If such charges are not so paid, they shall be added to the next or any subsequent month's rent thereafter to become due, as COUNTY elects, and be collectible in the same manner as rent. COUNTY shall not be liable in any manner for damages to TENANT/CARETAKER'S possessions, or for any other claim by TENANT/CARETAKER, resulting from any interruption in utility services. The TENANT/CARETAKER will also pay for all telephone service.

COUNTY will pay water, sewer, and garbage collection.

6. TENANT/CARETAKER'S MAINTENANCE AND SERVICES:

The TENANT/CARETAKER shall maintain the Premises, including the building interiors and exteriors and common areas in good repair and in a clean, neat, orderly, and sanitary condition.

TENANT/CARETAKER will maintain the grounds of Lot 19, referred to as the Beach Cottage, including weeding, trimming of the bushes, removal of dead limbs and debris, mowing (if applicable), sweeping and edging. The Beach Cottage property is a visual extension of the Museum, therefore the grounds must be well maintained at all times. TENANT/CARETAKER shall also monitor activities of lot 18 (Museum) and lot 19 (Beach Cottage) and promptly report any suspicious behavior to the appropriate law enforcement authorities; shall monitor the state and condition of the properties and promptly report any unsafe condition or damage to the properties to the proper authority (or to the Director or designee of Heritage Village, as appropriate); and shall generally be the eyes and ears of the COUNTY for the protection of both Lots 18 and 19. The Tenant/Caretaker will unlock, lock, and set alarms for the museum building on an as needed basis as assistance to Friends of Gulf Beaches Historical Museum who manage and operate the museum for Pinellas County.

TENANT/CARETAKER will replace light bulbs in the cottage when needed.

TENANT/CARETAKER will replace air-conditioner filter when needed (if applicable).

TENANT/CARETAKER may paint, at its own expense, the interior of the Beach Cottage, with prior COUNTY approval. A paint sample must accompany the written request.

Prior to the end of the tenancy, the COUNTY may request the TENANT/CARETAKER repaint the interior to an acceptable neutral color.

TENANT/CARETAKER shall provide COUNTY with prompt written notice or telephonic notice of any structural defects or replacements that are outlined in the paragraph titled COUNTY'S MAINTENANCE AND SERVICES.

TENANT/CARETAKER will be responsible for any repairs and replacements outlined in the paragraph title COUNTY'S MAINTENANCE AND SERVICES if covered or resulting from the actions or negligence of TENANT/CARETAKER, its agents, employees, guests, invitees, lessees, customers or clients.

TENANT/CARETAKER, shall be responsible for the maintenance of the washer and dryer currently on the Premises. Should the TENANT/CARETAKER desire to replace the

above mentioned items, the item(s) will be deemed to be his/her personal property. The personal property items shall be removed from the Premises, at TENANT/CARETAKER'S expense, upon termination of the Lease Agreement.

7. COUNTY'S MAINTENANCE AND SERVICE:

COUNTY shall be responsible for the performance of structural repairs and replacements including outside walls, windows, screens, doors, partitions, foundation, floors, indoor and outdoor water fixtures, locks, mechanical systems, air conditioner, lighting fixtures, but only if such repairs and replacements are not determined to be the result or action of TENANT/CARETAKER'S, its agents, employees, guests, invitees, lessees, customers or its clients.

COUNTY shall be responsible for maintenance and replacement of stove, refrigerator, ceiling fan, hot water heater and air conditioner.

COUNTY shall be responsible for painting the outside of the cottage on an as need basis.

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

8. INSURANCE:

TENANT/CARETAKER 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 \$300,000, 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.) 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. 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 annually 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/CARETAKER 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/CARETAKER. 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. 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/CARETAKER hereby waives subrogation rights for loss or damage against the COUNTY.

C. In the event the above described insurance may not be obtained by tenant, TENANT/CARETAKER shall procure, pay for, and maintain during the term of the Lease the following:

A HO4 policy covering fire, theft, and lightning, and limited personal liability in a form and in such amounts established by the COUNTY'S Risk Management Department. In the future, if the coverage described in Paragraph 8 of the Lease becomes available for this property, the TENANT/CARETAKER will be required to provide such coverage within thirty (30) days of the date of notice sent to TENANT/CARETAKER by the COUNTY.

9. 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/CARETAKER, and COUNTY shall not be liable to TENANT/CARETAKER or any other person for any injury, loss, or damage to property or to any person on said Premises

10. ASSIGNMENT AND SUBLETTING:

The TENANT/CARETAKER 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.

11. ALTERATIONS, MECHANIC'S LIENS:

A. TENANT/CARETAKER 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/CARETAKER shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the Premises undertaken by TENANT/CARETAKER. All such additions, improvements and fixtures, except personal furniture, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the Lease. (See Attachment "County Assets")

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

12. COVENANT AGAINST LIENS:

TENANT/CARETAKER 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/CARETAKER with respect to the Premises or any part thereof, are hereby charged

with notice that they must look to TENANT/CARETAKER to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Lease.

13. **POSSESSION:**

TENANT/CARETAKER 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 Commencement Date.

14. **INDEMNIFICATION:**

TENANT/CARETAKER 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/CARETAKER, 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/CARETAKER 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.

15. **DESTRUCTION OF PREMISES:**

If the Premises shall, without fault of TENANT/CARETAKER, 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/CARETAKER 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/CARETAKER 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/CARETAKER 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/CARETAKER, then within fifteen (15) days of the COUNTY becoming aware of the occurrence of the default, COUNTY shall notify TENANT/CARETAKER of the default and its demand to cure the default. Upon receipt of notice, TENANT/CARETAKER 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/CARETAKER agrees and shall pursue continuously until the default is finally cured. Upon TENANT/CARETAKER'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 Premises and to retake possession of the said Premises by process of law, or the COUNTY may have such other remedy as the law and this instrument afford. The TENANT/CARETAKER 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/CARETAKER, will surrender and deliver up said Premises and property peaceably to the COUNTY, their agents and attorneys, immediately upon the termination of the said term.

In the event TENANT/CARETAKER defaults as set out above or elsewhere in this Lease, all payments of rent, additional rent, or of any other monies due from TENANT/CARETAKER 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.

The parties acknowledge that the maintenance, services and duties of TENANT/CARETAKER are an integral part of TENANT/CARETAKER'S consideration for the use of the Premises. Accordingly, any failure to comply with the duties described in Paragraph 6 above and elsewhere in this Agreement, shall be deemed a material default.

17. 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/CARETAKER 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/CARETAKER.

18. OBSERVANCE OF LAWS:

TENANT/CARETAKER 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.

19. ACCESS TO PREMISES:

The COUNTY shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting or conducting tests upon the same, or for making repairs to the Premises or to any property owned or controlled by the COUNTY therein. Such repairs shall not unduly interfere with TENANT/CARETAKER'S quiet enjoyment, except as is naturally necessitated by the nature of the repairs being affected. In the event of an emergency, LANDLORD shall have the right to enter the Premises without prior notification. TENANT/CARETAKER may not change the locks without prior approval from the COUNTY. Should approval be granted, the TENANT/CARETAKER shall provide the COUNTY with a key.

20. 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/CARETAKER. 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.

21. SURRENDER AT END OF TERM:

Upon the expiration of the term hereof or sooner termination of this Lease, TENANT/CARETAKER agrees to surrender and yield possession of the 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/CARETAKER is not required to restore or remedy under other terms and conditions of this Lease.

22. NOTICES:

The checks for rental or other sums accruing hereunder shall be made payable to Pinellas County Board of County Commissioners and forwarded to the COUNTY at the following address:

Lease Management Division
201 Rogers Street
Clearwater, FL 33756

All written requests for maintenance will be mailed to:

Cultural, Education and Leisure Department
631 Chestnut Street
Clearwater, FL 33756

Until TENANT/CARETAKER 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/CARETAKER is notified otherwise in writing. All notices given to the TENANT/CARETAKER hereunder shall be forwarded to TENANT/CARETAKER at the following address:

113 10th Avenue
St. Pete Beach, FL 33706

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

23. QUIET ENJOYMENT:

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

24. 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/CARETAKER to assign TENANT/CARETAKER'S interest under this Lease is and shall be subject to the written consent of the Manager of Lease Management 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.

25. PUBLIC ENTITY CRIME ACT:

The TENANT/CARETAKER 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/CARETAKER comply with it in all respects prior to and during the term of this Lease.

26. 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.

27. 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

28. HAZARDOUS SUBSTANCES:

TENANT/CARETAKER shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. TENANT/CARETAKER 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/CARETAKER 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/CARETAKER 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/CARETAKER 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.

29. ENTIRE LEASE AGREEMENT:

The 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

By: _____
Print Name: _____
Deputy Clerk

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

By: _____
Print Name: _____
Chairman

WITNESSES:

Print Name: _____

Print Name: _____

TENANT/CARETAKER:

By: _____
Print Name: _____

Approved as to Form
Office of County Attorney
By: *Michelle Wallace*
Senior Assistant County Attorney

LIST OF COUNTY ASSETS
LOCATED AT 113-10TH AVENUE
A/K/A BEACH COTTAGE

1. Water Heater
2. Air Conditioner Window Unit
3. Stove
4. Refrigerator
5. Washer and Dryer
6. Ceiling Fan

2007-0088