



AGENDA ITEM MEMORADUM

Public Information Office

Steve d'Oliveira

Department

Department Director

COMMISSION MEETING DATE (*) - 7:00 PM	Deadline to Town Clerk
<input type="checkbox"/> Aug 23, 2011	Aug 12 th
<input type="checkbox"/> Sept 12, 2011 1 st BUDGET PUBLIC HEARING	Sept 1 st
<input checked="" type="checkbox"/> Sept 13, 2011	Sept 2 nd
<input type="checkbox"/> Sept 26, 2011 2 nd BUDGET PUBLIC HEARING	Sept 15 th
<input type="checkbox"/> Sept 27, 2011	Sept 16

*Subject to Change

- | | | | |
|---------------------------------------|---|---|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

FY2011 DESIGNATED HIGH PRIORITY ITEM - PRIORITY TOPIC

SUBJECT TITLE: Contract with Realtor to Lease Town Warehouse

EXPLANATION: By The Sea Realty was the sole respondent to the Town's RFP earlier this year seeking a Realtor to market the Town's warehouse in Fort Lauderdale for lease. The Town Attorney's Office reviewed the contract By The Sea Realty submitted and some minor changes were agreed to by both parties. By the Sea Realty was unwilling to accept a proposed modification to limit the length of the contract to six months, a suggestion made by Vice Mayor Stuart Dodd. The Town's RFP (see attached) specifically called for a 12-month agreement. By The Sea Realty was, however, willing to accept \$3,000 in compensation if we ended the contract after just six months under the Early Termination clause.

The contract calls for the Town to pay By The Sea Realty 8.5% of the gross value of the lease.

The Town has attempted to secure a tenant by posting a For Lease sign on the warehouse property. We received a few inquiries from businesses interested in only leasing a small portion of the building. One company did inquire about leasing a large section of the warehouse, but it is no longer interested.

RECOMMENDATION: Authorize the Town Manager to execute the contract with By The Sea Realty.

EXHIBIT(S): Contract and RFP.

Reviewed by Town Attorney
 Yes No

Town Manager Initials CA



This Exclusive Right to Lease Agreement ("Agreement") is between
TOWN OF LAUDERDALE-BY-THE-SEA ("Owner") and
BY THE SEA REALTY, INC. ("Broker")

1. AUTHORITY TO LEASE PROPERTY: Owner gives Broker the EXCLUSIVE RIGHT TO SECURE A TENANT for the real and personal property ("Property") described below beginning the 1st day of October, 2011, and ending at 11:59 p.m. the 30th day of September, 2012 ("Leasing Period"). If the Property becomes vacant during the Leasing Period, Owner and Broker remain obligated to perform under this Agreement until the Leasing Period expires. Owner certifies and represents that he/she is legally entitled to lease the Property.

2. DESCRIPTION OF PROPERTY:

(a) Real Property: Street address: 5421-5423 NE 14 AVENUE FORT LAUDERDALE, FL
 Legal Description: CORAL RIDGE ISLES 45-47 LOT 1 S 70, LOT 2N 100 & LOT 2 N 75 OF S 100 BLK 3
TOGETHER WITH THAT PART OF PLANTING STRIP ID#49421106240 & ID#49421106243

(b) Personal property, including appliances: _____

(c) Occupancy: Property is is not currently occupied. If occupied, the lease term expires _____.

3. RENTAL RATE AND TERMS:

(a) Rental Period and Rate: Yearly \$ TBD Monthly \$ TBD Weekly \$ N/A
 Seasonally \$ N/A "Season" runs from _____ to _____
 Specify any services or fees such as water, garbage, association dues, etc., that are included in rent: _____

(b) Advanced Rents, Deposits and Fees: Advanced rents and deposits will be held by Owner Broker in a Florida financial institution, if required by Florida Landlord and Tenant law, in a(n)

- non-interest bearing account.
- interest-bearing escrow account, tenant to receive 5% per year, simple interest. Any balance of interest will accrue to Owner Broker
- interest-bearing escrow account, tenant to receive _____% (at least 75%) per year of the annualized average interest rate payable on the account. Any balance of interest will accrue to Owner Broker.

Advanced rent \$ TBD Security Deposit: \$ TBD
 Pet deposit refundable nonrefundable \$ _____
 Credit Report Fee: \$ TBD Association Application Fee: \$ N/A
 Other: _____: \$ _____ Other: _____: \$ _____

(c) Taxes: Leases for a term of 6 months or less are subject to state tax on transient rentals and to local tax on tourist development and impact. The party who receives the rent is responsible for timely collecting and remitting said taxes.

(d) Association Approval: Application must be made (when) NOT APPLICABLE

4. BROKER OBLIGATIONS: In consideration of Owner's agreement to enter into this Agreement, Broker agrees to use: diligent effort to lease the Property; furnish information to and assist cooperating brokers in negotiating leases; furnish information to and assist attorneys when needed to draft leases; negotiate leases and renewals of existing leases in accordance with the rent schedule and terms above; take reasonable precautions to prevent damage to the Property when the Property is being shown by Broker or any other broker or sales associate; and to perform the following activities authorized by Owner (check if applicable):

- Display appropriate transaction signs, including a "For Rent" sign, on the Property.
- Use Owner's name in connection with marketing or advertising the Property.
- Use a lockbox system to access and show the Property.
- Request a credit check on prospective tenants at Owner's expense. Broker makes no representations as to the truth or falsity of information provided by the prospective tenant or as to the financial integrity or fitness and character of the prospective tenant.
- Execute leases on behalf of Owner (Owner must execute a Special Power of Attorney authorizing Broker to lease Property on Owner's behalf).
- Compensate any subagents or cooperating brokers in the transaction, except when not in Owner's best interest.
- Withhold offers to lease Property once Owner enters into a binding lease agreement.
- Make a final inspection and inventory check of Property at conclusion of lease.
- Complete lease forms as permitted by law.
- Complete and sign the lead-based paint/hazards certification on Owner's behalf (for Property built before 1978).
- Other _____

Owner (____) (____) and Broker/Sales Associate [Signature] (____) acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.



(a) **Advertising: Broker** agrees to use diligent effort to advertise the Property as **Broker** deems advisable including advertising the Property on the Internet unless limited in (4)(a)(i) or (4)(a)(ii) below.

(Owner opt-out)(Check one if applicable)

- (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.
- (ii) **Owner** does not authorize **Broker** to display the Property on the Internet.

Owner understands and acknowledges that if **Owner** selects option (ii), consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

_____/_____
Initials of Owner.

(b) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Web site may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.

Owner does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.

Owner does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

5. OWNER OBLIGATIONS: In consideration of the obligations of **Broker**, **Owner** agrees:

- (a) To cooperate with **Broker** in carrying out the purpose of this Agreement, including providing **Broker** with all documents needed by prospective tenant to seek Association or Board approval.
- (b) To refer immediately to **Broker** all inquiries regarding the leasing of the Property.
- (c) To make Property available for **Broker** access during reasonable times and furnish **Broker** with the following keys (specify number) for purposes of showing and delivering the Property; unit TBD / building access TBD / mailbox TBD / pool N/A / garage door/opener TBD / other _____
- (d) To notify **Broker** in the event **Owner** or a tenant terminates a lease on the Property prior to lease expiration date.
- (e) To inform **Broker** before conveying the Property.
- (f) That the lockbox, if utilized, will be for the benefit of **Owner** and to release those working by or through **Broker** and **Broker's** local Board of Realtors from all liability and responsibility in connection with any loss which may occur.
- (g) Not to restrict the rental of the Property according to race, color, religion, sex, handicap, familial status, national origin or any other classes protected by state or local law, and not to ask or expect **Broker** to impose such restrictions on the rental of the Property.
- (h) To provide complete and accurate information to **Broker** including disclosing all known facts that materially affect the value of the Property (see **Addendum** _____, entitled _____) If the Property was built in 1977 or earlier, **Owner** will provide **Broker** with all information **Owner** knows about lead-based paint and lead-based paint hazards in the Property and with all available documents pertaining to such paint and hazards, as required by federal law. **Owner** understands that the law requires the provision of this information to **Broker** and to prospective tenants before the tenants become obligated to lease the Property. **Owner** acknowledges that **Broker** will rely on **Owner's** representations regarding the Property when dealing with prospective tenants. **Owner** will immediately inform **Broker** of any material facts that arise after signing this Contract.
- (i) To indemnify and hold harmless **Broker** and **Broker's** officers, directors, agents and employees from all claims, demands, causes of action, costs and expenses, including reasonable attorneys' fees at all levels, and from liability to any person, to the extent based on **Owner's** misstatement, negligence, action, inaction or failure to perform the obligations of this contract or any lease or agreement with a vendor; or the existence of undisclosed material facts about the Property. This subparagraph will survive **Broker's** performance and the transfer of title.
- (j) To reasonably inspect the Property before allowing the tenant to take possession and to make the repairs necessary to transfer a reasonably safe dwelling unit to the tenant.
- (k) To perform any independent investigations to determine whether the local municipality where the Property is located adopted an ordinance that prohibits property owners from renting to sexual offenders/predators. For information regarding these types of ordinances in your county, search county records and/or log on to www.municode.com. **Owner** acknowledges that it is **Owner's** responsibility to research the local ordinances to determine whether or not such ordinance exists and to determine whether a tenant is suitable for rental if such ordinance exists. **Owner** understands this is not a warranty of any kind and is not intended to be a substitute for any independent investigations **Owner** may wish to make.

6. COMPENSATION: **Owner** agrees to compensate **Broker** as follows, including paying any applicable taxes on **Broker's** services, if **Owner** enters into a lease of the Property with a tenant during the Leasing Period, regardless of whether the tenant fulfills the terms of the lease; or if, during the Leasing Period, **Broker** procures a tenant who is ready, willing, and able to lease the Property under the terms of this Agreement, or terms acceptable to **Owner**:

(a) **Amount of Compensation:** **Owner** agrees to pay **Broker** the following fee(s):

- _____% of the rent due in each Rental Period. **8.5** % of the gross value of the lease. _____% of the first month's rent.
- other (specify): _____

Owner (____) (____) and **Broker/Sales Associate** JB (____) acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.



(b) Time and Manner of Payment:

- Broker** will deduct its fee from rent collected by **Broker** after said rent becomes due and owing to **Owner**. If said rent is insufficient to cover **Broker's** fee, **Owner** will remit the balance within ____ calendar days after date on which rent becomes due.
- Owner** will pay **Broker's** fee within ____ calendar days after entering into a lease for the Property.
- Owner** will pay **Broker's** fee within ____ calendar days from the date on which each rent payment is due from tenant.
- Other (specify): **FEE IS DUE UPON LEASE EXECUTION**

(c) New Leases and Renewals: If **Owner** enters into any new lease or renewal of the original lease with a tenant placed in the Property by or through **Broker**, **Owner** agrees to pay **Broker** as compensation in connection with the new lease(s) or renewal(s) the amount specified in Paragraph 6(a).

(d) Protection Period: **Owner** agrees to pay **Broker's** fee if, within 180 days after the end of the Leasing Period, **Owner** leases the Property to any prospects with whom **Broker** or any other broker communicated during the Leasing Period regarding leasing the Property. If requested, **Broker** must provide **Owner** with a list of said prospects, and entitlement to compensation under this subparagraph will be limited to the names on that list. The protection period ceases if **Owner** enters into a good faith exclusive right to lease contract with another broker after Leasing Period ends.

7. COOPERATION AND COMPENSATION WITH OTHER BROKERS: **Broker's** office policy is to cooperate with all other brokers except when not in **Owner's** best interest: and to offer compensation in the amount of 4.25 % of the gross value of the lease or \$_____ to tenant's agents, who represent the interest of the tenant, and not the interest of **Owner** in a transaction; and to offer compensation in the amount of _____% of the gross value of the lease or \$_____ to a broker who has no brokerage relationship with the tenant or **Owner**; and to offer compensation in the amount of 4.25 % of the gross value of the lease or \$_____ to transaction brokers for the tenant; None of the above (if this is checked, the Property cannot be placed in the MLS.)

8. EARLY TERMINATION: If **Owner** decides not to lease the Property and **Broker** deems **Owner's** reason acceptable, **Owner** may conditionally terminate this Agreement by signing a withdrawal agreement and simultaneously paying a cancellation fee of **\$3,000**, plus applicable sales tax. However, **Owner** agrees that if the Property is contracted for lease to a tenant during the time period from conditional termination to the end of the Leasing and Protection Periods, **Broker** may void the early termination and **Owner** will be obligated to pay **Broker** the compensation set forth in paragraph 6(a), less the cancellation fee.

9. DISPUTE RESOLUTION: This Agreement will be construed under Florida law. All disputes between **Broker** and **Owner** based on this Agreement or its breach will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. The parties will equally divide the mediation fee, if any. In any litigation based on this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs at all levels, unless the parties agree that disputes will be settled by arbitration as follows:

Arbitration: By initialing in the space provided, **Owner** (____) (____), Listing Associate (____) and Listing Broker (____) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this agreement or an arbitration award) will pay its own fees, costs and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.

10. BROKERAGE RELATIONSHIP: **Owner** authorizes **Broker** to act as a (check which is applicable):

- single agent of **Owner**.
- transaction broker.
- single agent of **Owner** with consent to transition into a transaction broker.
- nonrepresentative of **Owner**.

11. MISCELLANEOUS: This Agreement is binding on **Broker's** and **Owner's** heirs, personal representatives, administrators, successors and assigns. This Agreement is the entire agreement between **Broker** and **Owner**. No prior or present agreements or representations shall be binding on **Broker** or **Owner** unless included in this Agreement. Signatures, initials, documents referenced in this Agreement, counterparts and modifications communicated electronically or on paper will be acceptable for all purposes and will be binding.

12. ADDITIONAL CLAUSES:

IN THE EVENT PROPERTY IS SOLD DURING THE LISTING PERIOD TO A BUYER PROVIDED BY THE SELLER, BROKER WILL BE ENTITLED TO A COMMISSION OF 3% OF THE SALE PRICE. IN THE EVENT, ANOTHER BROKER IS INVOLVED IN THE TRANSACTION, THE COMMISSION WILL BE 6% OF THE SALE PRICE, SHARED 50/50 BETWEEN THE BROKERAGES.

THIS CONTRACT INCORPORATES THE TERMS AND CONDITIONS OUTLINED IN THE TOWN OF LAUDERDALE-BY-THE-SEA RFP 11-04-01

"TBD" = TO BE DETERMINED

Owner (____) (____) and Broker/Sales Associate (N) (____) acknowledge receipt of a copy of this page, which is Page 3 of 4 Pages.

Broker advises Owner to consult an appropriate professional for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

Date: _____ Owner: _____ Tax ID: _____

Date: _____ Owner: _____ Tax ID: _____

Home Telephone: _____ Work Telephone: _____ Facsimile: _____

Address: **4501 OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308**

E-mail: _____

Date: _____ Authorized Associate or Broker: *[Signature]*

Home Telephone: _____ Work Telephone: **954-351-7007** Facsimile: **954-351-5005**

Address: **223 COMMERCIAL BLVD, LAUDERDALE-BY-THE-SEA, FL 33308**

E-mail: _____

Copy returned to **Owner** on the _____ day of _____, _____ by: personal delivery mail E-mail facsimile.

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Owner (____) (____) and Broker/Sales Associate *[Signature]* (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages.

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Town of Lauderdale-By-The-Sea



REQUEST FOR PROPSAL RFP No. 11-04-01 For

REALTOR SERVICES TO LEASE TOWN PROPERTY

RFP OPENING: April 28, 2011, 2:00 P.M.

Town Hall

4501 Ocean Drive

Lauderdale-By-The-Sea, FL 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSALS - RFP No. 11-04-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

REALTOR SERVICES TO LEASE TOWN PROPERTY

The Town intends to award a single contract to a firm to provide services necessary to complete the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 2 p.m. (local), April 28, 2011, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308. Submittal packages should be marked on the exterior RFP No. 11-04-01.

The Town's contact information for this RFP is:

Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Telephone: 954-776-0576.
Fax: 954-776-1857
Email: junew@lbts-fl.gov

RFP documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea's Web site: www.lbts-fl.gov. If you do not have Internet access, you may obtain the documents by contacting the Town Clerk.

As outlined in Part 1, Section H, the RFP deadline is April 28, 2011 at 2 pm.

The Town reserves the right to waive any informalities or minor irregularities; reject any and all proposals which are incomplete, conditional, unclear, contain unsigned forms, or which contain terms not allowed for; accept or reject any proposal in whole or in part with or without cause; and accept the proposal which best serves the Town. All information required by this RFP must be supplied to constitute a proposal.

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Appendix

Lauderdale-By-The-Sea RFP No. 11-04-01
REALTOR SERVICES TO LEASE TOWN PROPERTY

RFP No. _____

Project: _____

PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town of Lauderdale-By-The-Sea is seeking a Realtor to assist the Town with leasing its offsite warehouse property in Fort Lauderdale.

B. SCOPE OF WORK

The Town owns a property that contains a large warehouse, office space and an outdoor storage area at 5421-5423 Northeast 14 Ave., Fort Lauderdale, FL 33334. The entire industrial-zoned property is a 49,770 square foot site that is fully improved and conforms to all appropriate ordinances. The warehouse building contains approximately 22,090 square feet, of which 8,250 square feet is available warehouse space and 2,750 square feet is office space. The warehouse has 11 feet in clear height. The building is of concrete construction and was built in 1978. There are 28 parking spaces and adequate landscaping. The foregoing information will have to be independently verified by the successful proposer. The Town desires to lease the 10 offices located in the front of the building and the northern section of the warehouse. The Town will retain use of the southern part of the warehouse and the outside storage yard.

Proposals are invited from interested Realtors to lease the above-described warehouse and office space, and a portion of the outdoor storage space on behalf of the Town of Lauderdale-By-The-Sea. Proposals should include a general plan for listing and leasing the described property, which the Town will review during the selection process. The Town is prepared to enter into a contract agreement to lease its warehouse property on terms subject to Town Commission and Town Attorney approval.

The Town had the market value of the warehouse space updated last year by an appraiser and was advised it had a market value of \$7.50 per square foot on a gross basis.

This Request for Proposal (RFP) solicitation is competitive, designed to enable the Town Commission to select the best offer from the Realtor best suited to market and lease the property. Selection will be made by the Town Commission after review of a recommendation from Town staff. The Town reserves the right to reject any or all proposals not deemed acceptable or not provided with sufficient detail or not in accord with this solicitation. Selection will be primarily based on the qualifications of the Realtor to perform the services outlined here and based on the Realtor's experience, capacity and projected quality of the services outlined below.

Lauderdale-By-The-Sea RFP No. 11-04-01
REALTOR SERVICES TO LEASE TOWN PROPERTY

Individuals or firms are instructed to submit eight (8) duplicates and one (1) original proposal in a sealed opaque envelope package, reflecting the firm or individual's name, return address, RFP No., identification of the project and date of bid opening on the sealed envelope, prior to 2:00 p.m. on April 28, to the office of the Town Clerk, Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308. The proposals will be publicly opened and announced aloud shortly thereafter.

This RFP and all proposals submitted are subject to all applicable federal and state regulations, the Town Charter, Code and regulations, including without limitation, Section 2-25 of the Town Code and the Town Purchasing Manual.

ANTICIPATED SERVICES AND ROLE OF REALTOR

The Realtor should possess considerable experience in marketing warehouses, office space or similar type buildings in the Broward County market. Some anticipated responsibilities (subject to negotiation) of the Realtor include the following (the list below should not be considered inclusive):

- A) Recommend a lease price based on a recently completed market rent study.
- B) Propose a detailed plan for listing and marketing the availability of the defined space (the foregoing information about square footage will have to be independently verified by the successful proposer) that includes an advertising plan, promotion venues, and the frequency of advertising.
- C) Provide recommendations on repair, inspection or maintenance issues that are critical to the ability to lease the property.
- D) List all the fees you will charge the Town for your services. Please note: the fees charged to the Town will be a primary factor in the selection of a Realtor for this project.
- E) Propose an optional plan for managing the property (and pricing fee), which will include collecting rental fees and dealing with the tenant regarding the lease of the property.
- F) Actively market the property for lease for a period of up to 12 months. The Town retains the right to extend the agreement.
- G) Provide the Town with a monthly report of activities documenting 1) when and where leasing ads or other marketing efforts were listed or published, 2) the dates and times the space was shown to prospective tenants and the names of those potential tenants.
- H) Draft a commercial lease for the Town to review and approve that protects the Town's interest while providing standard protections to the tenant.
- I) Conduct background checks, credit and reference checks on any tenants that place a deposit on the warehouse and provide that information to the Town.

Lauderdale-By-The-Sea RFP No. 11-04-01
REALTOR SERVICES TO LEASE TOWN PROPERTY

J) Assist the Town in negotiating the terms of a lease with the prospective tenant(s).

The list above should not be considered inclusive.

C. INSURANCE AND LICENSES

D. REAL ESTATE AGENT LICENSE AND BROKER'S LICENSE

Lauderdale-By-The-Sea RFP No. 11-04-01
REALTOR SERVICES TO LEASE TOWN PROPERTY

RFP - GENERAL INFORMATION

PART II

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP):

Proposer shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP.

Town shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact information for the purpose of this RFP shall means:

Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Telephone: 954-776-0576.
Fax: 954-776-1857
Email: junew@lbts-fl.gov

B. INVITATION TO PROPOSE; PURPOSE

The Town solicits proposals from responsible Realtors to perform work for or provide goods and/or services to the Town as specifically described in Part II hereof.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous to the Town. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town accepts a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Proposer.

Lauderdale-By-The-Sea RFP No. 11-04-01
REALTOR SERVICES TO LEASE TOWN PROPERTY

D. PROPOSAL COSTS

The Town shall not be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may send by mail, electronic mail or fax written inquiries for interpretation of this RFP to the attention of the City Clerk. Please mark the correspondence "RFP No. 11-04-01 QUESTION"

The Town will respond to written inquiries received at least 7 working days prior to the date scheduled for receiving the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Clerk. Although the Town will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. TIMETABLES

The Proposer shall adhere to the schedule set forth in Part II concerning this RFP.

G. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

H. PROPOSAL SUBMISSION

Individuals or firms are instructed to submit eight (8) duplicates and one (1) original sealed proposal, reflecting the firm or individual's name, return address, RFP No., identification of the project and date of bid opening on the sealed envelope, prior to 2 p.m. on April 28, 2011, to the office of the Town Clerk, Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308. The proposals will be publicly opened and announced aloud shortly thereafter.

To: Town of Lauderdale-By-The-Sea
RFP No. 11-04-01 for Project: **REALTOR SERVICES TO LEASE TOWN PROPERTY**

Lauderdale-By-The-Sea RFP No. 11-04-01
REALTOR SERVICES TO LEASE TOWN PROPERTY

Submitted by:
Address: _____.

Proposals shall be submitted in person or by mail. Email submittals are not accepted.

**THE TOWN MUST RECEIVE ALL PROPOSALS
ON OR BEFORE 2:00 P.M., April 28, 2011.**

Late submittals, additions, or changes will not be accepted or returned to the bidder unopened.

Due to the irregularity of mail service, the Town cautions Proposers to assure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the opening. Proposals, once opened, become property of the Town and will not be returned.

I. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. Proposer agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

J. IRREGULARITIES: REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions.

K. ORAL PRESENTATION

At its discretion, the Town may require any Proposer to make an oral presentation of the proposal.

L. INSURANCE AND LICENSES

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The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

M. PROPOSAL FORMAT

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein.

Unless otherwise specified, Proposers must use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause the proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or completed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals must be submitted as specified in this RFP. Any attachments shall be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal
This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.
2. Title Page
The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the subject: "RFP No. 11-04-01 Project: REALTOR SERVICES TO LEASE TOWN PROPERTY"
3. Table of Contents
Include a clear identification of the material by section and by page number.

Lauderdale-By-The-Sea RFP No. 11-04-01
REALTOR SERVICES TO LEASE TOWN PROPERTY

4. **Organization Profile and Qualifications**

This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- Documentation indicating that it is a licensed Realtor, authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- The name and current license number of the Realtor who will be assigned to this project. If more than one Realtor will be assigned, indicate which individual will be responsible for supervising the project, including the percentage of time each primary individual is expected to contribute to this project.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s)' background, training, experience, qualifications and authority.
- A completed RFP Form A, Qualifications Statement, (Exhibit A to this document.)
- A completed RFP Form B, Reference Form (Exhibit B to this document.)

5. **Experience**

The Proposer must describe its expertise in and experience with leasing warehouse and warehouse office properties in Broward County. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each. For the principal Realtor assigned to this project, please also state the number of years of experience.

6. **Approach to Providing Services**

This section of the proposal should explain and detail the approach, activities and work products to be provided to accomplish the Scope of Work.

7. **Compensation**

The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. **Additional Information**

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

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N. EVALUATION METHOD AND CRITERIA

1. General

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and Proposers. The Town's decisions will be final. The Town's evaluation criteria may include, but shall not be limited to, consideration of the following:

1. verification of licenses and availability of qualified personnel;
2. past performance on similar projects;
3. expertise of Realtor(s) assigned;
4. advertising and marketing plan for the property;
5. past contracts with other governmental jurisdictions;
6. related experience in Broward;
7. reference checks;
8. compensation.

2. Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager may request oral presentation from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer, but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

O. SUBMISSION OF PROPOSAL

1. Interviews:

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

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2. **Request for Additional Information:**
The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial resources as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.
3. **Proposals Binding:**
All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following opening. Town may desire to accept a proposal after this time. In such case, Proposer may choose whether or not to continue to honor the proposal terms.
4. **Alternate Proposals:**
An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.
5. **Proposer's Certification Form:**
Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

P. PRE-PROPOSAL MEETING

None Required for this RFP.

Q. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.

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2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and "site" conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
4. Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the relevant site and performed any examinations, investigations, explorations, tests, studies and data concerning conditions (including surface, subsurface and underground, as applicable) which may affect cost, progress, or performance of the goods and/or services which relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal which is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

**Lauderdale-By-The-Sea RFP No. 11-04-01
REALTOR SERVICES TO LEASE TOWN PROPERTY**

RFP FORM A

RFP No. _____ Project No. _____

Proposer: _____

QUALIFICATIONS STATEMENT

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of Realtors employed:
6. Name of Realtor(s) to be assigned to this Project:
7. Company Identification numbers for the Internal Revenue Service:
8. Provide Broward County Occupational License Number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization specialize in a certain type of realty service?
10. List the last three leasing projects of this nature that the firm has completed. Please provide a project description, a reference, and the fees and expenses charged for that project.

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11. In the past three years, have you ever failed to complete any leasing work awarded to you? If so, where and why?
12. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

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RFP Form B

RFP No. _____ Project No. _____

Proposer: _____

REFERENCE FORM

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The Proposer guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Fax Number _____

2. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Fax Number _____

3. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Fax Number _____

4. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Fax Number _____

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RFP Form C

RFP No. _____ Project No. _____

Proposer: _____

PRICE PROPOSAL FORM

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer: _____

Name of authorized representative of proposer: _____

Project Cost

Please list all costs or percentage of the lease you will charge the Town for your services and for how long:

COSTS / PERCENTAGE: \$ _____

LENGTH: _____

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable.

Fees should be detailed to the extent possible per deliverable, with estimated out-of-pocket expenses separate from the proposed fees for professional services.

The Total Project Cost SHALL include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Please ensure your DELIVERABLES include and all costs associated with this project:

Lauderdale-By-The-Sea RFP No. 11-04-01
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Payments will be made on each deliverable upon receipt and acceptance by the City.

By: _____
Name:
Title:

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RFP FORM D

RFP No. _____ Project No. _____

Proposer: _____

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is accepted, a contract will be executed as proposed, in a form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted

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vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

State of _____
County of _____

Sworn to and subscribed before me this ____ day of _____, 2010.

By: _____
Signature

Notary Public

Print Name and Title

My Commission Expires:

Mailing Address

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