



**DELRAY BEACH
COMMUNITY REDEVELOPMENT AGENCY**

**REQUEST FOR PROPOSALS
CRA NO. 2025-04
SW 600 BLOCK OF WEST ATLANTIC AVENUE
DEVELOPMENT PROJECT**

**ISSUE DATE
MONTH DAY, 2025**

**VOLUNTARY PRE-PROPOSAL MEETING
MONTH DAY, 2025
10:00AM EST**

**QUESTION SUBMITTAL DEADLINE
MONTH DAY, 2025
5:00PM EST**

**PROPOSAL SUBMISSION DEADLINE
MONTH DAY, 2025
10:00AM EST**

CONTACT
CHRISTINE TIBBS, ASSISTANT DIRECTOR
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
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I. INVITATION

The Delray Beach Community Redevelopment Agency (CRA) is seeking proposals from qualified and experienced developers, hereinafter referred to as Proposers, to lease or purchase, and redevelop CRA-owned vacant land within the SW 600 Block of West Atlantic Avenue (Subject Properties), more specifically described in Section III of this RFP. It is the CRA's intention to dispose of the Subject Properties to one (1) qualified and experienced developer and enter into an Agreement for the purpose of developing and constructing a neighborhood oriented, full-service (at least 20,000 square feet) grocery store with parking to accommodate the grocery store and the general public.

It is the CRA's intent to ensure that the Subject Properties are designed to meet the community's needs as identified in the 2012 West Atlantic Needs Assessment, the West Atlantic Master Plan (aka The Set Transformation Plan), the Southwest Area Neighborhood Redevelopment Plan, and the CRA's Community Redevelopment Plan.

Additionally, the design and plan for the development project to be built on the Subject Properties must be in accordance with the City of Delray Beach Land Development Regulations, and the City's architectural design guidelines.

About Delray Beach and the Delray Beach CRA

Delray Beach is truly a unique city! From its award-winning public beaches and vibrant downtown nightlife to its excellent neighborhoods, bustling economy, and abundance of cultural activities, Delray Beach offers an unparalleled quality of life.

Located in the southern end of Palm Beach County, Delray Beach was settled as an agricultural community in 1895. First incorporated in 1911, it became the City of Delray Beach ("City") on May 11, 1927. The City has experienced substantial growth from 1,015 people in 1920 to over 67,000 people today.

Delray Beach encompasses slightly over 16 square miles of land area, of which over 95% has been developed. As the City approaches "build-out," growth management has shifted focus to renewal and redevelopment. In furtherance of the City's redevelopment efforts, the Delray Beach Community Redevelopment Agency was established by the City Commission in 1985 pursuant to its powers under Florida Statutes, Chapter 163, Part III, the Community Redevelopment Act of 1969 as amended. The CRA's activities are designed to solve the underlying problems of slum and blighted conditions through planning, redevelopment, historic preservation and affordable housing so that the tax base can be protected and enhanced by these mutually supportive activities. Results of the CRA's efforts are visible throughout its redevelopment area – from the revitalization of the commercial areas to the stabilization and preservation efforts of the neighborhoods throughout the CRA District.

General Information

Proposers are invited to submit a complete Proposal for consideration. Any submitted Proposal must clearly address and contain all items and forms requested herein.

Proposers are advised that Proposals submitted with irregularities, omissions, errors, deviations, and/or technicalities that, at the sole discretion of the CRA, do not meet the minimum requirements of the RFP, may result in a non-responsive determination. Proposers will not be given the opportunity to cure any irregularity, omission, error, deviation, and/or technicality. The CRA reserves the right to accept any Proposal(s) deemed to be in the best interest of the CRA, to waive any minor irregularities, scrivener's errors, omissions, deviations, and/or technicalities in any Proposal(s), or to reject any or all Proposal(s), and to re-advertise for new Proposal(s). It is at the sole discretion of the CRA to waive or not waive any irregularity, omission, error, deviation, and/or technicality.

Factors that the CRA will use in evaluating the Proposals include, but are not limited to, the Proposer's plans (which should include, but are not limited to, overall site plan, architectural design plans, and all services and features included and made available to the surrounding community) for the Subject Properties included within their Proposal, their experience and qualifications in the construction and development of full service grocery stores, the quality of planning, urban design, and architecture, offering price or lease terms for the Subject Properties, development fees, financing capabilities, and the Proposal's consistency with the CRA's Redevelopment Plan, the West Atlantic Master Plan (aka The Set Transformation Plan), the Southwest Area Neighborhood Redevelopment Plan, and the 2012 West Atlantic Needs Assessment. The Evaluation Criteria and Selection Procedures are discussed in more detail within this RFP.

The CRA is vested by the State of Florida pursuant to its powers under Florida Statutes, Chapter 163, Part III, the Community Redevelopment Act of 1969 as amended, with the authority to request proposals for the redevelopment of any area within its District in order to effectuate redevelopment pursuant to the goals and objectives of the CRA Redevelopment Plan <https://delraycra.org/wp-content/uploads/2019/04/Community-Redevelopment-Plan.pdf>).

The CRA intends to negotiate an Agreement for the sale or lease, development, and construction of the Subject Properties upon the award of this RFP to a Proposer that best satisfies the Evaluation Criteria, and the selection of that Proposer is deemed to serve in the best interests of the CRA. The CRA Board shall be the sole and absolute judge of the CRAs best interest.

If the Successful Proposal includes the purchase of the Subject Properties, upon the receipt of a negotiated Agreement with Successful Proposer, as well as the Successful Proposer's compliance with any conditions precedent to closing, the CRA will close on the Subject Properties, or as agreed to pursuant to the Agreement negotiated between the Successful Proposer and the CRA. Any agreement will state the CRA will close after all necessary approvals and permits have been received.

Proposers are required to submit one (1) original hard copy of their full Proposal (all required documents, information, and forms with wet signatures in blue ink only) in a hard cover binder and an electronic, searchable PDF file of the full Proposal on a USB drive in a sealed package with the outside of the package marked with the Proposer's name, return address, "Request for Proposals No. CRA 2025-04, for the SW 600 Block of West

Atlantic Avenue Development Project”, and Proposal Submission Due Date and Time. All Proposals shall be delivered (mailed or hand-delivered) to the CRA at:

**20 North Swinton Avenue, Delray Beach, FL 33444
on or before the Proposal Submission Due Date and Time of
Month, Day, 2025, at 10:00AM EST**

The responsibility for submitting a Proposal at the correct location on or before the stated Proposal Submission Due Date and Time is solely and strictly that of the Proposer. The CRA is not responsible for any delayed, late, misdelivered, or non-delivered Proposal(s), no matter the cause. Submission of Proposals electronically will not be accepted. Proposals that arrive after the Proposal Submission Due Date and Time will not be accepted and will be returned to the sender unopened.

The CRA reserves the right to accept or reject any or all Proposal(s), in whole or in part, with or without cause without any liability to the CRA. The CRA does not warranty or represent that any award or recommendation will be made as a result of the issuance of this RFP, or receipt of a Proposal(s). The CRA and any Proposer will be bound only if and when a Proposal, as it may be modified, is approved and accepted by the CRA, and the applicable negotiated Agreement pertaining thereto is approved, executed, and delivered by the Proposer to the CRA, and any conditions precedent are complied with by the Proposer, and then only pursuant to the terms of the Agreement executed by the Proposer and the CRA.

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II. RFP OVERVIEW

| | |
|--|--|
| RFP Issued | Month Day, 2025 |
| Voluntary Pre-Proposal Meeting Date and Location Attendance is VOLUNTARY and is recommended but is not mandatory. | Month Day, 2025 at 10:00AM EST In person at: CRA Office 20 N Swinton Avenue Delray Beach, FL 33444 |
| Question Submittal Deadline | Month Day, 2025 at 5:00PM EST Questions must be submitted in writing via email to: Christine Tibbs, Assistant Director tibbsc@mydelraybeach.com |
| Proposal Submission Due Date and Location | Month Day, 2025 at 10:00AM EST Mail or Hand-deliver Proposals to: Delray Beach CRA Office ATTN: Christine Tibbs 20 N Swinton Avenue Delray Beach, FL 33444 |
| Evaluation Committee | TBD |
| CRA Board Meeting | TBD |

*The CRA reserves the right to advance or delay the above scheduled dates.

*Mailed Proposals will be considered timely when **received** by the CRA at the stated Location on or before the stated Due Date and Time. All received Proposals will be timestamped by the CRA. The CRA shall not be responsible for late, delayed, misdelivered, or undelivered Proposals. Proposals not received by the CRA by the Due Date and Time at the stated Location shall not be reviewed or considered by the CRA.

BROADCAST

All documents related to this RFP, including any addenda, can be obtained from: (a) BidNet – www.bidnetdirect.com; and (b) the CRA's website: www.delraycra.org.

Proposers who obtain solicitation information from sources other than those named above are cautioned that the RFP package may be incomplete and incomplete Proposal submittals may be deemed non-responsive by the CRA. BidNet is an independent entity and is not an agent or representative of the CRA. Communications to any independent entities does not constitute communications to the CRA. The CRA is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites.

CONTACT PERSON

Any questions regarding the RFP documents and/or solicitation process must be submitted in writing to Christine Tibbs, Assistant Director at tibbsc@mydelraybeach.com. Questions must be received prior to the Question Submittal Deadline. Oral explanations, information, and instructions shall not be considered binding on the CRA. All prospective Proposers are encouraged to independently verify the accuracy of any information provided. Neither the CRA nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any Proposer.

REQUIRED INFORMATION

This RFP contains various sections which require submission of certain information and forms which require completion and signature. The responsibility for submitting a complete Proposal at the correct location before the stated Proposal Submission Due Date and Time is solely and strictly that of the Proposer.

ADDENDA

Any interpretations, corrections, clarifications, or changes to this RFP will be made by addenda. Sole issuing authority shall be vested in the CRA. Addenda will be posted and available through the CRA notification methods shown above.

LATE PROPOSALS

Proposers must submit complete Proposals before the stated Proposal Submission Due Date and Time. Proposals received after the Proposal Submission Due Date and Time shall be returned unopened and shall be found non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the CRA by the stated Proposal Submittal Due Date and Time. The CRA is not responsible for any delayed, late, misdelivered, or non-delivered Proposal(s), no matter the cause.

SUBMITTAL FORMAT REQUIREMENTS

Proposals shall be submitted in the format stated within Section V of this RFP. Proposers are required to submit one (1) original hard copy of their full Proposal (all required documents, information, and forms with wet signatures in blue ink only) in a hard cover binder, and one (1) electronic, searchable .pdf file of the full Proposal on a USB drive in a sealed package with the outside of the package marked "Request for Proposals CRA No. 2025-04 – SW 600 Block of West Atlantic Avenue Development Project".

All Proposals shall be delivered (mailed or hand-delivered) to the CRA at:

20 N Swinton Avenue, Delray Beach, Florida 33444
on or before the Proposal Submission Due Date and Time of
MONTH DAY, 2025, at 10:00AM EST

PROPOSAL OPENING

All proposals submitted on or before the Proposal Submission Due Date and Time shall be publicly opened at the CRA Office, located at 20 N. Swinton Avenue, Delray Beach, FL 33444, immediately after the Proposal Submission Due Date and Time.

PROPOSAL OMISSIONS, ERRORS, DEVIATIONS

Proposers are advised that Proposals submitted with irregularities, omissions, errors, deviations, and/or technicalities that, at the sole discretion of the CRA, do not meet the minimum requirements of the RFP, may result in a non-responsive determination. Proposers will not be given the opportunity to cure any irregularity, omission, error, deviation, and/or technicality. It is at the sole discretion of the CRA to waive or not waive any irregularity, omission, error, deviation, and/or technicality.

EVALUATION

Proposals shall be evaluated in accordance with the criteria and procedures stated within Section VI of this RFP.

AWARD

The CRA reserves the right to accept any Proposal(s), or combination of Proposal(s), deemed to be in the best interest of the CRA, to waive any minor irregularities, scrivener's errors, omissions, deviations, and/or technicalities in any Proposal(s), negotiate terms with Successful Proposer(s), or to reject any or all Proposal(s), and to re-advertise for new Proposal(s). The best interest of the CRA shall be determined solely by the CRA. See Section VIII, Disclosure and Disclaimers, of the RFP.

DEFINITIONS

The CRA will use the following definitions in its solicitation documents, agreement documents, and any other document used in the solicitation process and any resulting agreement:

- A. CRA – shall refer to the Delray Beach Community Redevelopment Agency
- B. REQUEST FOR PROPOSALS (RFP) – this solicitation, including all documentation and any and all addenda, issued by the CRA seeking qualified Proposers.
- C. PROPOSER – Person, company, partnership, firm, or corporation submitting a Proposal.
- D. PROPOSAL – A Proposer's response to this RFP.
- E. RESPONSIVE PROPOSER – A Proposer whose Proposal conforms in all material respects to the terms, conditions, specifications, requirements included in the RFP.
- F. RESPONSIBLE PROPOSER – A Proposer who meets the minimum qualification requirements and has the capability to perform the RFP and Agreement requirements.
- G. SUCCESSFUL PROPOSER – Proposer who is awarded an Agreement for the provision of services detailed in this RFP.
- H. AGREEMENT – The RFP, all addenda issued thereto, all affidavits and required forms, the signed Agreement, and all related documents will comprise the totality of the Agreement between the CRA and the Successful Proposer(s) to perform the services described in this RFP.

III. PROPERTY INFORMATION

A. Subject Properties Location & Legal Description:

The Subject Properties front West Atlantic Avenue and are within the West Atlantic Avenue business corridor- Sub-Area 3 of the CRA District – within the SW 600 Block of West Atlantic Avenue and are generally bounded by West Atlantic Avenue to the North, SW 6th Avenue to the East, and SW 7th Avenue to the West, and SW 1st Street to the South. The Subject Properties are in close proximity to I-95, residential neighborhoods, government facilities, Delray Beach Tennis Center, and the beach. The Subject Properties combined contain approximately X acres of land.

| Lot | Property Address | Parcel Control Number (PCN) |
|-----|---------------------------|-----------------------------|
| 1 | 606 W Atlantic Ave | 12-43-46-16-01-013-0090 |
| 2 | 640 W Atlantic Ave | 12-43-46-16-01-013-0220 |
| 3 | 26 SW 6 th Ave | 12-43-46-16-01-013-0140 |
| 4 | SW 6 th Ave | 12-43-46-16-01-013-0160 |
| 5 | 36 SW 6 th Ave | 12-43-46-16-01-013-0170 |
| 6 | 46 SW 6 th Ave | 12-43-46-16-01-013-0190 |
| 7 | 48 SW 6 th Ave | 12-43-46-16-01-013-0200 |
| 8 | 11 SW 7 th Ave | 12-43-46-16-01-013-0010 |
| 9 | 13 SW 7 th Ave | 12-43-46-16-01-013-0020 |
| 10 | 21 SW 7 th Ave | 12-43-46-16-01-013-0030 |
| 11 | 25 SW 7 th Ave | 12-43-46-16-01-013-0230 |
| 12 | 29 SW 7 th Ave | 12-43-46-16-01-013-0040 |
| 13 | 31 SW 7 th Ave | 12-43-46-16-01-013-0050 |
| 14 | 37 SW 7 th Ave | 12-43-46-16-01-013-0060 |
| 15 | Alley – No Address | 12-43-46-16-01-013-0240 |

B. Aerial Map and Site Conditions

All the Subject Properties are currently vacant.

Electronic copies of the surveys of the Subject Properties, if available, will be made available upon written request to the CRA.

For informational purposes, an aerial map is included in this RFP within Section X, Exhibits, depicting the Subject Properties.

C. Land Use Regulations

The Subject Properties are all vacant land parcels that are all zoned Central Business District, with a coordinating land use designation of Commercial Core.

Development of the Subject Properties shall be subject to the City of Delray Beach approval process and the current zoning restrictions and as stated under the City

of Delray Beach's Land Development Regulations. The Subject Properties shall not be rezoned from their current zoning designation by either the CRA or the Proposer as a condition of development of the Subject Properties.

For additional information, visit <https://www.delraybeachfl.gov/>, Planning and Zoning Department, Land Development Regulations, Sections 4.4.6 and 4.4.13. Proposers should confer with the Delray Beach Development Services Department for information on current land development regulations and development approvals, and the development approval process(es) that apply to the Subject Properties.

D. Development Approvals

The Subject Properties currently have no development approvals. Proposers should confer with the Delray Beach Development Services Department for more information regarding any previously received development approvals.

E. Impact Fees

Development of the Subject Properties will be subject to Impact Fees. Please contact Palm Beach County or City of Delray Beach for more information.

F. Transportation Concurrency

The Subject Properties are located within the City's Transportation Concurrency Exception Area (TCEA). The TCEA exempts certain areas from complying with Palm Beach County Traffic Performance Standards Ordinance.

G. Environmental Studies

Environmental Site Assessments were conducted and electronic copies are available upon written request to the CRA.

H. Appraisals

A recent appraisal of the market value of the Subject Properties has not been conducted.

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IV. RFP OBJECTIVES

A. Plans and Studies

The development of the SW 600 Block of West Atlantic Avenue is consistent with the following needs, goals, and objectives as identified in the 2012 West Atlantic Needs Assessment, the West Atlantic Master Plan (aka The Set Transformation Plan), the Southwest Area Neighborhood Redevelopment Plan, and the CRA's Community Redevelopment Plan. In general, the plans and studies call for development projects to consist of neighborhood oriented commercial, retail, restaurant or service uses – including a full-service grocery store, pharmacy services, and financial services.

Copies of all the plans and studies can be found on the Delray CRA website: www.delraycra.org.

2012 West Atlantic Needs Assessment:

The 2012 West Atlantic Area Needs Assessment identified the following community needs:

- Full-service Grocery Store
- Pharmacy Services
- Financial Services (Bank, Credit Union)
- Health/Wellness Facilities
- Family/Social Entertainment

West Atlantic Master Plan (aka The Set Transformation Plan):

Southwest Area Neighborhood Redevelopment Plan:

CRA's Community Redevelopment Plan:

B. Development Objectives

The CRA intends to dispose, through sale or lease, of the Subject Properties to one (1) developer specializing and/or experienced in developing and constructing full-service grocery stores that includes parking to accommodate the store and the general public.

The Proposer must include all the Subject Properties within its Proposal.

Proposers must submit a Proposal that includes development and construction plans for the Subject Properties within this RFP that will include:

- A community oriented full-service grocery store (at least 20,000SF).
- Parking to accommodate the full-service grocery store and the general public with a preference for a multi-level parking structure.
- Pharmacy services are a preferred ancillary use that may be included as part of the proposed development project.

- Financial services (bank, credit union) are a preferred ancillary use that may be included as part of the proposed development project.

C. Development Design

Buildings on Atlantic Avenue should be situated adjacent to the public right of way, with lighted, wide, and uninterrupted pedestrian sidewalks, and parking should be located at the rear of the buildings to promote pedestrian activity and engagement along Atlantic Avenue. Proposers should refer to the City of Delray Beach's current Land Development Regulations and Architectural Guidelines to ensure that their Proposal's take into consideration all current requirements.

Failure to include and/or acknowledge the above Development Objectives and Design in a submitted Proposal may be cause for determination that the Proposer is non-responsive and may be a cause of rejection of the Proposal at the sole and absolute discretion of the CRA.

Section V, Submittal Requirements, provides more detailed specifications and information on development requirements.

D. Local Hiring Initiative

E. Economic Development Incentives

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V. SUBMITTAL REQUIREMENTS

The following describes certain information and documents that must be submitted with each Proposal. Failure to provide any of the information or failure to provide the information in the required format may be cause for determination that a Proposer is non-responsive at the sole and absolute discretion of the CRA. Proposals deemed non-responsive may be disqualified, rejected, and receive no further consideration at the sole and absolute discretion of the CRA. This RFP requires the use and submission of specific CRA forms. The CRA forms shall not be expanded or altered. Failure to utilize the CRA's forms will result in the rejection of the Proposal as non-responsive at the sole and absolute discretion of the CRA.

The Proposer shall submit **one (1) original hard copy (original documents with wet signatures in blue ink) in a hard cover binder, and one (1) electronic, searchable .pdf file of the full Proposal on a USB drive**. Each Proposal shall contain a Table of Contents following the format outlined within this Section V, Submittal Requirements, with each item listed in the Table of Contents separately tabbed (original hard copy) and bookmarked (PDF copy).

Proposals must be manually and duly signed (wet signature, blue ink) by an authorized agent. Anyone signing the Proposal as an authorized agent must submit evidence of signature authority with the Proposal.

Do not include additional information not requested in this RFP, unless specified in an Addendum. Proposers are not to submit any information in response to this RFP that has not been specifically requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under State of Florida Statutes. The submission of such documentation may adversely affect the evaluation of the Proposal by the Evaluation Committee.

The CRA reserves the right to validate any and all information submitted by a Proposer. At its sole and absolute discretion, the CRA may disqualify any Proposer if the CRA determines that their Proposal does not sufficiently document experience and qualifications. Further, at its sole and absolute discretion, the CRA may request and require that additional information be provided by a Proposer.

Proposers understand that submitting a Proposal in response to this RFP does not constitute an agreement between the CRA and the Proposer. A Proposer has no contract right or expectation by submitting to the CRA a response to this RFP.

A. Submitted Proposals shall be organized and formatted in the below manner and shall include the following:

TABLE OF CONTENTS:

The Table of Contents should follow in sequential order as specified below. All pages of the Proposal must be consecutively numbered and correspond to the Table of Contents.

SECTION 1 – NARRATIVE/EXECUTIVE SUMMARY:

The Proposer shall include a general introduction statement, a thorough statement of its qualifications and experience, and thorough overview of their Proposal that demonstrates the Proposer's understanding and commitment to the development and construction of a neighborhood oriented full-service grocery store and parking that will serve the development and the general public especially as it relates to the needs, goals, and objectives identified within the 2012 West Atlantic Needs Assessment, the Southwest Area Neighborhood Redevelopment Plan, the West Atlantic Master Plan (aka The Set Transformation Plan, and the CRA's Redevelopment Plan.

If the Proposer is a Joint Venture, all Joint Venture partners must have functional responsibilities for the development project. Describe the specific duties, responsibilities, qualifications, and experience of each Joint Venture partner.

SECTION 2 – PROPOSER'S INFORMATION:

Proposers shall provide the following information related to its organizational structure, key personnel, qualifications, experience, and financial capacity:

- a. Proposer shall complete and submit the Proposal Acknowledgement Form and Proposer's Information Form provided in Section X, Required Forms.
- b. Anyone signing a Proposal as an authorized agent, must submit legal evidence of signature authority with the Proposal.
- c. A copy of the Proposer's authorization to transact business in the State of Florida for the past five (5) years under its current business name (registration with the State of Florida Division of Corporations)

The CRA may consider a Proposal responsive where a Proposer has less than the stipulated minimum number of years of experience under its current business name solely where the Proposer has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Proposer has merged with another firm, company, corporation. Proposers must include documentation substantiating the name change or merger as part of its Proposal for the CRA to consider crediting the years of experience from the Proposer under its previous name, if applicable. Failure to include such documentation with the Proposal may result in the Proposal being deemed non-responsive.

- d. Description of the legal organizational structure of the Proposer (and its parent entity if it is a subsidiary). Including state of organization or incorporation. If the Proposer intends to create a separate entity solely for the purpose of developing the Subject Properties, each entity should describe their respective legal organizational structure. Additionally:
 - i. Complete and submit the Corporate Structure Questionnaire for the Proposer and each entity.
 - ii. If the Proposer is a Joint Venture, all Joint Venture partners must have functional responsibilities for the development project. A copy of the Joint Venture Agreement will need to be included with the Corporate Structure Questionnaire.
- e. Identification of the Proposer's principals, partners, officers, directors, including names, addresses, emails, telephone and fax numbers. If the Proposer is a Joint Venture, provide requested information for each Joint Venture partner.
- f. Proposer's Key Personnel: List all individuals, staff, employees, etc. directly employed and/or staffed by the Proposer who will be involved in the development of the Subject Properties, and include name, title, description of position/role and responsibilities, qualifications and experience for each individual.
 - i. Provide a thorough resume for all Key Personnel.
 - ii. Provide licenses and certifications for all Key Personnel, if required by the State of Florida for the performance of work or provision of services.
- g. List all Sub-Consultants/Sub-Contractors that the Proposer has or will have a contract with, other than the direct employees and/or staff of the Proposer, who will assist in the performance of providing any services under this RFP. Name of Sub-Consultant/Sub-Contractor, description of role and responsibilities including services to be provided, qualifications and experience shall be included, licenses and certifications shall be included if required by the State of Florida for the performance of work or provision of services, shall be included in this section.

Proposer shall also submit the Sub-Contractor/Sub-Consultant Information Form contained in Section X, Required Forms.

- h. Provide an organization chart identifying all individuals and entities, including Sub-Consultants/Sub-Contractors, who will be involved in the development and construction of Subject Properties.
- i. Disclose the name of any director, employee, staff member, agent, or key personnel of the Proposer who is also an employee of the CRA. If no

conflicts of interests are present, Proposer must submit a statement to that affect. Conflicts of interest may be grounds for the CRA to deem the Proposal non-responsive.

Proposer shall also submit the Conflict of Interest Form contained in Section X, Required Forms.

- j. Provide details of any ownership changes to Proposer's organization in the past five (5) years or changes anticipated within six months of the Proposal Submission Due Date and Time (e.g., mergers, acquisitions, name changes, changes in executive leadership).

No brochures, pamphlets or marketing materials are to be included as part of the Proposal.

SECTION 3 – PROPOSER'S FINANCIAL INFORMATION

- a. The Proposer must make available for inspection at their place of business, a current (audited, if available) financial statement which includes a balance sheet, a three-year statement of past income, and a projected one-year income statement for the current fiscal year for the Proposer (and its parent entity if it is a subsidiary). Tax returns may be substituted for financial statements.
- b. Financial Capacity:
Per Section VII, General Terms and Conditions, the Proposer shall be required to submit with its Proposal evidence of its Financial Capacity to commence and complete the development of the Subject Properties. Financial Capacity shall mean evidence of available funds, financing capability, credit lines, financing commitment letter, etc. that are in the Proposer's name and shall not mean available funds, financing capability, credit lines, financing commitment letter, etc. that are not in the Proposer's name.
- c. Performance and Payment Bond:
The Proposer must provide evidence of its ability to secure and submit a Performance and Payment Bond (which will need to be obtained prior to the Successful Proposer executing the Agreement.) If the Proposer will be working with a General Contractor to develop and construct the home to be located on the Subject Property, evidence of the General Contractor's ability to secure a Performance and Payment Bond shall be required to be submitted with the Proposer's Proposal and the General Contractor will need to obtain the Performance and Payment Bond prior to the Successful Proposer's execution of the Agreement with the CRA.
- d. The Proposer must submit a preliminary operating pro forma estimating the development's operating income and expenses for a period of time

(minimum 10 years) after completion to demonstrate financial feasibility, and should include the following:

- i. Projections of sales and/or leases over time
 - ii. Estimates of operating expenses
 - iii. Gross Income, Net Operating Income, Cash-Flow before taxes, and ROI
- e. Disclosure of any bankruptcies and legal actions by the Proposer or any of the above or related parties and/or entities during the past ten (10) years must be submitted with the Proposal (resolved or pending.) Information regarding any legal or administrative actions, past or pending, that might impact the capacity of the Proposer to complete the development and construction of an affordable/workforce home on the Subject Property must be disclosed.
- f. Conflict of Interest:
Disclose the name of any principal, partner, officer, director, employee, staff member, agent, or personnel of the Proposer who is also an employee of the CRA. Disclose the name of any CRA employee who owns, directly or indirectly, any interest in the Proposer, , or any of the Proposer's entities or branches. If no conflicts of interests are present, Proposer must submit a statement to that affect. Conflicts of interest may be grounds for the CRA to deem the Proposal non-responsive.

Proposer shall also submit the Conflict of Interest Form provided in Section X, Required Forms.

- g. Insurance:
Proposer must document that it has the ability to meet the minimum insurance requirements as set forth in the attached draft Insurance Requirements (Exhibit B). Proposer shall provide a letter from Proposer's insurance company or broker indicating that the Proposer is capable of complying with the insurance requirements. Any Proposer who fails to meet this mandatory minimum requirement will be considered to be non-responsive and will not be considered further by the CRA in this Procurement process. The insurer shall be a company authorized to conduct business in the State of Florida with a minimum rating of "A-" as to management and no less than "Class VII" as to financial strength by Best's Insurance Guide.

SECTION 4 – PROPOSER'S QUALIFICATION AND EXPERIENCE

Provide a detailed description of and information on at least three (3) development and construction projects **completed** within the last ten (10) years that are similar in size, scope, and complexity as that contemplated by this RFP. Proposers may utilize any format of their choosing to thoroughly describe the submitted project, however each submitted project should include the following information:

- i. Physical Address
- ii. Pictures (exterior and interior), architectural renderings and/or plans, floor plans, construction documents, site plans, or other documents to thoroughly describe the submitted completed project, etc.
- iii. Complete project timeline
- iv. Development and construction key personnel – please list the names, titles, and role of all individuals, agents, companies, partners, entities, etc. that were involved in the design, development, and construction of the home.
- v. Proposer should include any and all information related to the submitted project that they believe would be beneficial for the Evaluation Committee to consider when reviewing the Proposer’s qualification and experience.

Note: Please note that in assessing the qualifications and experience of a Proposer the CRA may visit each submitted project site.

SECTION 5- PROPOSER’S PROFESSIONAL REFERENCES

Provide a minimum of three (3) professional references from projects completed in the last five (5) years. Name, title, and contact information for the reference must be included.

SECTION 6 – PROPOSER’S DEVELOPMENT AND CONSTRUCTION PLAN:

The Proposer shall submit a detailed and thorough Development and Construction Plan as to how the Subject Properties will be developed and constructed. The Proposer shall provide information on all aspects of the proposed development project. The Proposer should include any and all information they believe would be beneficial for the Evaluation Committee to consider when reviewing the Proposer’s Proposal.

As stated in Section IV, RFP Objectives, the Proposer is required to include and/or acknowledge the Development Objectives and Design Objectives for the Subject Properties in its Proposal.

Additionally, the Proposer shall provide the following within its Proposal:

- a. Specify the total square footage dedicated to the full-service grocery store.
- b. Specify the total number of parking spaces to be provided.
 - a. Further specifying the number of spaces accommodating the grocery store and those provided to the general public, and if any of those spaces will be shared.
 - b. If ancillary uses will be provided, further specify the number of spaces that will accommodate the ancillary uses, and if any of those spaces will be shared.

- c. Specify the design of the parking lot – surface parking lot or multi-level parking structure.
- d. Specify if pharmacy services will or will not be included as an ancillary use within the development project.
 - 1. If included, specify the total square footage dedicated to pharmacy services.
 - 2. Proposer may submit letters of intent from committed and/or potential tenants.
- e. Specify if financial services (bank, credit union) will or will not be included as an ancillary use within the development project.
 - 1. If included, specify the total square footage dedicated to financial services.
 - 2. Proposer may submit letters of intent from committed and/or potential tenants.
- f. Conceptual site plan and two (2) conceptual elevations/renderings.
 - 1. Conceptual site plan – shall include, at a minimum, the location of the proposed building(s), parking, major landscaping, sidewalks, ingress/egress locations, dumpster locations, loading/unloading zones
 - 2. The Conceptual site plan and elevations should include the height of the proposed building(s) – including the full-service grocery store, and all the multi-level parking structure (if proposed).
- g. Basic floor plan of all the proposed buildings
 - 1. Primary purpose is to depict the specified square footage

SECTION 7 – DEVELOPMENT AND CONSTRUCTION COSTS:

The Proposer must submit a total Cost Analysis and Construction Costs (Section X, Exhibits, provides an example of the type of Cost Analysis and Construction Costs that shall be submitted. Proposers should ensure that all development and construction costs are accounted for within their submitted Proposal) stating, by category, the major cost items involved in the development and construction of the home on the Subject Property included in their Proposal and development fees. The major cost items shall include, at a minimum, land costs, site development costs, construction costs, permit and impact fees, architectural and engineering costs, financing costs, and any other significant costs.

SECTION 8 – PROPOSER’S OFFER PRICE OR LEASE AMOUNT:

The Proposer shall state their offering price or lease amount. Any offering price for the acquisition of the Subject Properties should include all terms - including the terms of payment and any conditions, contingencies, and additional requirements, including the proposed closing date, that would affect the disposition and purchase of the Subject Properties

PLEASE NOTE:

Any offers for less than appraised value or current lease rates for the area surrounding the Subject Properties should be accompanied by an offer of public benefits to the community such as the creation of jobs above minimum wage for local residents, additional parking spaces, etc.

SECTION 9 – DEVELOPMENT AND CONSTRUCTION SCHEDULE:

The Proposer shall submit a tentative Development and Construction Schedule for the completion. The development of the Subject Properties will occur in a single phase.

SECTION 10 – INCENTIVES:

SECTION 11 – LOCAL HIRING:

SECTION 12 – ADDITIONAL CONSIDERATIONS:

The Proposer should identify and provide any additional or unique resources, capabilities, or assets which the Proposer believes would be beneficial for the Evaluation Committee to consider when reviewing the Proposer's Proposal.

SECTION 13 – REQUIRED FORMS:

Additional forms not previously listed are required to be submitted by the Proposer. All required forms shall be signed by an authorized agent to bind the Proposer to the provisions stated. The contents of the Successful Proposer's Proposal shall be incorporated within and included as part of the submitted Proposal.

- Scrutinized Companies Certification Pursuant to Florida Statutes § 287.135
- Notification of Public Entity Crimes Law
- Notification of Public Records Law
- Drug-Free Workplace
- Non-Collusion Affidavit
- Truth-In-Negotiation Certificate
- E-Verify Affidavit

B. Proposal Submission Format and Order

To facilitate and expedite review, and to ensure that all Proposals can be evaluated on an equitable basis, the CRA requires that all Proposers prepare and submit their Proposal in the format stated above. Failure to comply with this format may result in the Proposal being deemed non-responsive. All original hardcopy Proposal submissions shall be bound in a hard cover binder and tabbed, and all electronic Proposal submissions need to be in bookmarked and searchable .pdf file format on a USB drive.

C. Proposal Submission Due Date and Location

A complete Proposal for this RFP shall be delivered (by hand delivery or via mail; no electronic submissions) in accordance with the following:

Proposal Submission Due Date: Month, Day, 2025 by 4:00PM EST
Proposal Submission Location: Delray Beach CRA Office
20 N Swinton Avenue
Delray Beach, Florida 33444

Proposals must be submitted in a sealed package and clearly marked on the outside with:

**RFP CRA NO. 2025-04
NW 600 BLOCK OF WEST ATLANTIC AVENUE DEVELOPMENT PROJECT**

Proposals received at any other location than the aforementioned, or after the Proposal Submission Due Date, shall be deemed non-responsive, and shall not be considered. The responsibility for submitting a Proposal at the correct location before the stated Due Date is solely and strictly that of the Proposer. The CRA is not responsible for any delayed, late, misdelivered, or non-delivered Proposal(s), no matter the cause. Proposals not received by the CRA by the Due Date at the stated Location shall not be reviewed or considered by the CRA and will be returned to the Proposer unopened.

D. Additional Submittal Guidelines

Only one (1) Proposal from a firm/entity desiring to be the Proposer will be considered in response to this RFP. Sub-consultants/sub-contractors may be included in more than one Proposal submitted by more than one Proposer. A firm that submits a Proposal as a Proposer shall not be a sub-consultant/sub-contractor on another Proposal submitted under this RFP.

It is the policy of the CRA that as a condition of award of an agreement, the Successful Proposer and sub-consultants/sub-contractors obtain a City of Delray Beach Business Tax Receipt. It is the sole responsibility of Proposers to supply copies of all required Business Tax Receipts.

E. Changes/Modifications/Alterations to Submitted Proposals

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal or withdraw a Proposal no later than one (1) hour prior to the Proposal Submission Due Date. All modifications or withdrawals shall be made in writing, to Christine Tibbs, Assistant Director, via email at tibbsc@mydelraybeach.com. **Oral/Verbal modifications are prohibited, and they will be disregarded. Written modifications will not be accepted after the Proposal Submission Due Date. The CRA will only consider the latest version of the Proposal.**

VI. EVALUATION CRITERIA & SELECTION PROCEDURES

A. Evaluation and Selection Procedures

Sealed proposals may be submitted to the **CRA Office, located at 20 North Swinton Avenue, Delray Beach, FL 33444 until 10:00 am on Month, Day, 2025.** CRA staff will open the timely received Proposals immediately after the Proposal Submission Due Date and Time and review them for responsiveness and compliance with submission requirements, including verification that each Proposal includes all information, documentation, and forms required. CRA Staff is responsible for the review of all Proposals for responsiveness before distributing them to the Evaluation Committee. However, responsiveness determinations may be made at any time prior to award of the RFP.

Proposers are advised that Proposals submitted with irregularities, omissions, errors, deviations, technicalities, and/or failures to use or complete the required forms that, at the sole discretion of the CRA, do not meet the minimum requirements of the RFP, may result in a non-responsive determination. Proposers will not be given the opportunity to cure any irregularity, omission, error, deviation, technicality, and/or failure to use or complete the required forms. It is at the sole discretion of the CRA to waive or not waive any irregularity, omission, error, deviation, technicality, and/or failure to use or complete the required forms. At any time during the evaluation process, the CRA may conduct any investigations, inquiries, or any other action it deems necessary to fairly review a Proposal. Each Proposer shall promptly provide the CRA with any additional information reasonably requested by the CRA.

The CRA will establish an Evaluation Committee to review and score all responsive Proposals in accordance with the requirements of this RFP and criteria listed below. The Evaluation Committee will determine whether a Proposer is responsible, has the capacity to fully perform the requirements as stated in this RFP, and has the integrity and reliability that will ensure good faith performance. CRA staff will calculate the total score for each responsive Proposal reviewed and scored by the Evaluation Committee.

- **REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed by CRA staff to determine if the Proposal is responsive to the submission requirements outlined in this RFP. A responsive Proposal is one that follows the requirements of this RFP and includes all documentation, is submitted in the format outlined, is of timely submission, and has the appropriate required signatures. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

- **REVIEW OF PROPOSALS FOR RESPONSIBILITY**

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the Evaluation Committee and CRA Board affirmatively determines (prior to the award) has the ability, capability, and skill to perform under the terms, conditions, and specifications of the RFP; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of

integrity and business ethics; and meets the qualification and experience requirements stated in this RFP.

The Evaluation Committee may shortlist Proposers deemed the most highly qualified to perform the requirements of the RFP and ask those Proposers to hold brief oral presentations at a later date. If oral presentations are conducted, consideration will be given for qualified answers to Evaluation Committee questions, comprehensive explanations of relevant experience, and understanding of the requirements of the RFP, and presentation style. Clarification information as well as information obtained during the oral presentation will be considered in the final evaluations and scores of Proposals.

Subsequent to oral presentations with the shortlisted Proposers, the Evaluation Committee will re-evaluate and re-score the Proposals, in conjunction with the oral presentations. CRA Staff will calculate the final score for each shortlisted Proposer and finalize the composite scores.

Please note that the Evaluation Committee does not need to request oral presentations. For this reason, each Proposer should ensure that its Proposal contains all the information and documentation requested in this RFP.

The final composite scores will be used for a final ranking of all the Proposers (if oral presentations are conducted, the final composite scores of all short-listed Proposers will be used for the final ranking.) The final scores will be forwarded to the CRA Executive Director. After which, the CRA Executive Director will place the RFP onto a CRA Board meeting agenda.

The CRA Board will have the following options:

- a) Accept the Evaluation Committee's scores and award an Agreement to the highest scoring Proposer; or
- b) Reject the Evaluation Committee's scores, select the Proposer that the CRA Board believes will serve in the CRA's best interests, and award an Agreement to the selected Proposer; or
- c) Cancel the RFP at any time, and/or reject all submitted Proposals, and/or direct CRA Staff to re-issue the RFP.

Proposers may be invited to make a presentation at a scheduled and advertised CRA Board Meeting. Please note that the Evaluation Committee and the CRA Board may select a Proposer without allowing any presentations or interviews by any Proposer. For this reason, each Proposer must ensure that its proposal contains all of the information requested in this RFP.

Subsequent to award of the RFP by the CRA Board, the CRA will negotiate an Agreement with the Successful Proposer. In the event an agreement is not negotiated to the CRA's satisfaction, the CRA may abandon such negotiations, and at its sole and absolute discretion, may commence negotiations with the next highest-scoring Proposer, if

applicable. The process may continue until an agreement acceptable to the CRA has been executed or all Proposals and/or Proposers are rejected. No Proposer shall have any rights against the CRA arising from such negotiation or termination thereof. All Proposers should be familiar with the requirements of Federal, State, County, City, and CRA statutes, ordinances, regulations, and policies to which this solicitation is subject. The CRA reserves the right to negotiate such terms and conditions with the Successful Proposer as it is determined to be in the CRA's best interest, which is determined at the CRA's sole and absolute discretion.

All Proposers should be familiar with the requirements of Florida Statutes Chapter 163.380 to which this solicitation is subject.

Any and all decisions by the CRA to modify the schedule described herein, to request additional information from Proposers, to reject insufficient or unclear Proposals, to formulate an objective point system for review, to form the Evaluation Committee, to calculate the scores of the Proposals, to negotiate an Agreement, to abandon negotiations, to approve an Agreement, etc., shall be at the CRA's sole and absolute discretion. The CRA reserves its right to cancel this RFP at any time, and/or reject all submitted Proposals, and/or re-issue the RFP. Submittal of a Proposal to this solicitation on the part of any and all Proposers constitutes acceptance of this policy.

B. Evaluation Criteria

Proposals have the possibility to receive a total maximum of 100 Points. Proposals will be reviewed and scored by an Evaluation Committee according to the following requirements and respective weight:

| REQUIREMENTS | EVALUATION CRITERIA | POINTS |
|---|---|------------------|
| Qualifications and Experience & Financial Capacity | <ul style="list-style-type: none"> • Qualifications and experience of the Proposer • Project and Professional References • Financial capacity of the Proposer to complete the development and construction of the Subject Properties | <p>30 Points</p> |

| | | |
|--|--|----------------|
| Development and Construction Plan(s) & Development and Construction Costs | <ul style="list-style-type: none"> • Proposed Development and Construction Plan(s) • Proposed Development and Construction Schedule • Development and Construction Costs and Analysis | 40 Points |
| Offer Price/Lease Price | <ul style="list-style-type: none"> • Offer Price or Lease Price for the Subject Properties included in the Proposal (including any conditions, terms, etc.) | 30 Points |
| Total Maximum Points Available | | 100ints |

C. Agreement

Any agreement resulting from this RFP will be submitted to the CRA Board for approval, as appropriate. The award of an Agreement, if any, shall be made to the Proposer whose Proposal shall be deemed by the CRA Board to be in the best interest of the CRA. Notice will be provided once the CRA Board selects a Proposer and awards an Agreement. Notwithstanding the rights of protest listed herein, the CRA's decision of whether to make the award and to which Proposer shall be final.

THIS SECTION IS LEFT INTENTIONALLY BLANK.

VII. GENERAL TERMS AND CONDITIONS

A. Financial Capacity & Performance and Payment Bond (REQUIRED)

The Proposer must submit with their Proposal evidence of its Financial Capacity to commence and complete the Project. Financial Capacity shall mean evidence of available funds, financing capability, credit lines, etc. that are in the Proposer's name and shall not mean available funds, financing capability, credit lines, etc. that are not in the Proposer's name. Please submit the most recent bank statement for Proposer and letter of credit from the Proposer's bank showing evidence of available funds clearly supporting the Proposer's Financial Capacity to commence and complete the development and construction of the full service grocery store (and all ancillary uses) and all necessary responsibilities within the timeframe stated in this RFP. See Section V, Submittal Requirements.

Additionally, the Successful Proposer shall be required to submit a Performance and Payment Bond prior to execution of the Agreement. The Performance and Payment Bond shall serve to guarantee completion of construction of the single-family home. As such, the Proposer must submit with their Proposal evidence that they will be able to obtain such a Payment and Performance Bond – See Section V, Submittal Requirements.

B. Future Deposit

If the Agreement between the CRA and the Successful Proposer involves the sale of the Subject Properties, the CRA will require a deposit at the time of execution of the Agreement. The Successful Proposer must provide a deposit equal to ten percent (10%) of the combined purchase price for the Subject Property awarded to them. The CRA, in its sole and absolute discretion, reserves the right to waive this requirement if such waiver is found to be in the best interest of the CRA. If the Successful Proposer cannot provide a deposit, the Successful Proposer should indicate the reasons for its inability to provide a deposit and request a waiver of this requirement.

C. Reverter Provision

The CRA will require a reverter / buy-back provision to be negotiated as part of the Agreement between the Successful Proposer and the CRA in the event the Successful Proposer fails to complete its obligations for the commencement and completion of the development project within the agreed upon timeframe.

D. Site Visits

Any interested party may visit the Subject Properties included in this RFP at any time to become familiar with any conditions.

Proposers should carefully examine the Subject Property before submission of a Proposal and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion development and construction requirements required pursuant to the mandates and requirements of this RFP. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions

or difficulties that may be encountered in the execution of the services pursuant to the Proposal as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for a failure or omission on the part of the Successful Proposer to fulfill, in every detail, all of the requirements, as defined in the subsequent agreement, nor will they be accepted as a basis for any claims whatsoever for an extension of time.

E. Compliance with Legal Requirements

This Procurement will be in accordance with the CRA's Purchasing Policies and Procedures and all applicable Federal, State, and local statutes, ordinances, regulations.

F. Addenda, Changes, Interpretations

Any interpretations, corrections, clarifications, or changes to this RFP will be made by addenda. Sole issuing authority shall be vested in the CRA. Addenda will be posted and available through the CRA notification methods stated within this RFP. All addenda are a part of the RFP solicitation documents, and each Proposer shall be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Response will not relieve the Proposer from any obligation contained therein.

G. Cone of Silence/No Lobbying

As to any matter relating to this RFP, any Proposer, or anyone representing a Proposer is advised that they are prohibited from contacting or lobbying the CRA Chair, any CRA Commissioner, CRA Staff, or any other person working on behalf of the CRA on any matter related to or involved with this RFP. For purposes of clarification, a Proposer's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. There will be an opportunity for inquiries to be made of CRA Staff during the scheduled voluntary Pre-Proposal Meeting. All inquiries must be in writing and directed to the CRA (tibbsc@mydelraybeach.com) prior to the Question Submittal Deadline. Any violation of this condition may result in rejection and/or disqualification of the Proposer. This "Cone of Silence/No Lobbying" is in effect from the date of issuance of this RFP and shall terminate at the time the CRA Board selects a Proposer and awards an agreement, rejects all Proposals, or otherwise takes action which ends the solicitation process.

Communication with the CRA Chair, any CRA Commissioner, CRA Staff, or any other person working on behalf of the CRA regarding this RFP or the development project may cause the firm involved to be disqualified from submitting a Proposal under this RFP. Any verified allegation that a responding Proposer or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking, and/or selection of short-listed Proposers may be the cause for CRA to disqualify the

Proposer from submitting an RFP or Proposal, to disqualify the Proposer from participating in the Procurement, and/or to discontinue any further consideration of such Proposer.

H. Questions

Questions and inquiries concerning this RFP and the specifications contained herein shall be submitted in writing via email to Christine Tibbs, Assistant Director, at tibbsc@mydelraybeach.com no later than Month, Day 2025, 5:00PM EST. Questions must be received prior to the Question Submittal Deadline. Late or misdelivered questions may not receive a response in a subsequent addendum.

Any discrepancies, errors, or ambiguities in the RFP or addendum (if any) should also be reported in writing. If applicable, the CRA will issue a written addendum to the RFP clarifying such conflicts or ambiguities. It is agreed that any such alleged discrepancies, errors, or omissions will not be construed against the drafting party.

CRA staff will issue responses to timely received questions and any other clarifications the CRA deems necessary via written addendum prior to the Proposal Submission Due Date and Time. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP and in any written addendum to this RFP. Oral explanations, information and instructions shall not be considered binding on the CRA. Neither the CRA nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any Proposer. All prospective Proposers are encouraged to independently verify the accuracy of any information provided.

Where there appears to be conflict between the RFP and any addendum issued, the last addendum issued shall prevail.

Any issued addendum will only be made available on the CRA webpage , www.delraycra.org, and at www.bidnetdirect.com. It is the Proposer's sole responsibility to ensure its review and receipt of all addenda.

I. Agreement Terms and Conditions

Proposers should note that certain provisions contained within a potential agreement with the CRA are non-negotiable. These include, but are not limited to, applicability, and compliance with applicable laws (e.g., Federal Statutes, State Statutes, County and City Codes), venue, hold harmless, duty to defend, indemnity and insurance, payment and performance bond, and cancellation for convenience.

By submitting a Proposal, Proposer agrees to all terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, attachments.

Once the CRA Board selects the Proposal and awards the RFP, the CRA shall negotiate an Agreement with the Successful Proposer. The negotiated Agreement shall then be presented to the CRA Board for consideration.

J. Award of Agreement

An agreement may be awarded to the Successful Proposer for the Redevelopment Project by the CRA Board. The CRA reserves the right to execute or not execute, as applicable, an agreement with the Successful Proposer, when it is determined to be in the CRA's best interest. The CRA does not represent that any award will be made. The award and execution of an agreement shall comply with Florida Statutes, as amended, the CRA's Purchasing Policies and Procedures, and the terms, conditions, and specifications stated herein.

K. Unauthorized Work

The Successful Proposer shall not begin work until the CRA issues a written Notice to Proceed ("NTP"). Such NTP shall constitute the CRA's authorization to begin work. Any unauthorized work performed by the Successful Proposer, prior to receiving the NTP, or during the term of the Agreement, shall be deemed non-compensable by the CRA. The Successful Proposer shall not have any recourse against the CRA for prematurely performing any unauthorized work.

L. Responsible Proposer Determination

Proposer is hereby notified that Section 287.05701, Florida Statutes, requires that the CRA may not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer.

M. Substitution of Personnel

It is the intention of the CRA that the Proposer and Key Personnel, and/or Sub-Contractor(s)/Sub-Consultant(s) proposed for the Agreement will be available for the term of the Agreement. In the event the Successful Proposer wishes to substitute Key Personnel or Sub-Contractor(s)/Sub-Consultant(s), the Successful Proposer shall propose replacements/substitutions of equal or higher qualifications and all replacements/substitutions are subject to CRA approval. In the event replacements/substitutions are not satisfactory to the CRA and the matter cannot be resolved to the satisfaction of the CRA, the CRA reserves the right to cancel the Agreement for cause. Such approval or disapproval shall not be reasonably exercised.

N. Sub-Contractor(s)/Sub-Consultant(s)

For purposes of this RFP, the terms "Sub-Consultant" and "Sub-Contractor" are used interchangeably. A Sub-Consultant or Sub-Contractor is any individual, firm, entity, or organization, other than the employees of the Proposer, who has or will have a contract with the Proposer to assist in the performance of scope of work required under this RFP that is not considered the Proposer. A Sub-Consultant shall be paid directly by the Proposer and shall not be paid directly by the CRA. The Proposer must clearly identify in its Proposal the Sub-Consultants to be utilized to perform the Scope of Work. The CRA retains the right to accept or reject any Sub-Consultant proposed

by the Proposer as part of its Proposal or proposed prior to execution of the agreement. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the Successful Proposer, and insurance for each Sub-Consultant must be approved by the CRA and maintained in good standing throughout the duration of the agreement. Neither the Successful Proposer nor any of its Sub-Consultants are considered employees, partners, affiliates, or agents of the CRA. Failure to list all Sub-Consultants and provide the required information may disqualify any unidentified Sub-Consultants from performing work under this RFP. Proposers shall include in their Proposal the requested Sub-Consultant information.

O. Modification of Services

The CRA may require additional items or services of a similar nature, but not specifically listed in the Agreement. The Successful Proposer agrees to provide such items or services and shall provide the CRA prices on such additional items or services based upon a formula or method, which is the same or similar to, that used in establishing the prices set for in the Agreement. If the price(s) offered are not acceptable to the CRA, the CRA reserves the right to procure those items or services from other suppliers, or to cancel the Agreement upon giving the Successful Proposer thirty (30) days written notice.

P. Non-Exclusive Contract

Proposer agrees and understands that any resulting Agreement shall not be construed as an exclusive arrangement and further agrees that the CRA may, at any time, secure similar or identical services from another consultant at the CRA's sole option.

Q. Protest

A Proposer that has submitted a response to this RFP and is adversely affected by the decision to award, may file a formal written protest through filing a type-written protest with the CRA office. The Proposer shall file its type-written protest with the CRA, hand delivered to the CRA Executive Director, at 20 N Swinton Avenue, Delray Beach, Florida, 33444, Monday through Friday, between the hours of 8:00 AM EST and 5:00 PM EST, excluding legal holidays. Protests shall not be accepted through email. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and number of the solicitation. Additionally, the protest shall be signed by an authorized agent of the Proposer and notarized. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the CRA. The protest shall be limited to 15 type-written pages. A written protest shall not challenge the specifications, scope of work/services, relative weight of evaluation criteria, a formula for assigning points, any request for additional information from Proposers, to reject insufficient and unclear Proposals, ranking of Proposals, to reject insufficient and unclear Proposals, ranking of Proposals, to negotiate an agreement, to abandon negotiations, and to approve an agreement.

The written protest must be received within three (3) business days from the time of initial posting of the intended award. Notice of Intent to Award shall be posted on the

CRA's website, www.delraycra.org, and on www.bidnetdirect.com. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest.

The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to one percent (1%) of the protestor's Offer Price or five thousand dollars (\$5,000), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the Delray Beach Community Redevelopment Agency. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.

The CRA's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the CRA. The CRA Executive Director may render moot any written protest that is overtaken by events, in which case the CRA Executive Director may abate or dismiss such protest. Within ten (10) business days (excluding Saturdays, Sundays, legal holidays, and City observed holidays) of receipt of the formal written protest, the Assistant Director and CRA Legal Advisor/CRA Legal Counsel shall attempt to settle or resolve the dispute, at the Assistant Director and the CRA Legal Advisor/CRA Legal Counsel's sole discretion. A decision will be rendered in writing and shall: (1) state the reasons for the action taken; and (2) inform the protestor of its right to appeal as provided herein. A copy of the decision of the Assistant Director and the CRA Legal Advisor/CRA Legal Counsel shall be mailed or otherwise furnished immediately to the protestor.

The protesting party may appeal the decision of the Assistant Director and the CRA Legal Advisor/CRA Legal Counsel, by submitting the appeal to the CRA Executive Director within seven (7) days (excluding Saturdays, Sundays, legal holidays and CRA-observed holidays) from the date of the written decision. The appeal shall be in writing and shall state with specificity the grounds therefore and also the action requested of the CRA Executive Director. The CRA Executive Director shall attempt to settle or resolve the matter at his/her sole option. The CRA Executive Director shall render a decision, in writing, within 10 days (excluding Saturdays, Sundays, legal holidays and City observed holidays) following receipt of the appeal.

A decision of the CRA Executive Director under this section shall be final and conclusive on the protester.

Timely submittal of a protest or appeal is required. Failure of a party to submit timely a written protest to the CRA within the time provided in this section shall constitute a waiver of such party's right to protest pursuant to this section.

Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

VIII. DISCLOSURE AND DISCLAIMERS

This RFP is being issued by the CRA. As more fully set forth in this RFP, any action taken by the CRA in response to Proposals made pursuant to this RFP, or in making any award or failure or refusal to make any award pursuant to such Proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the CRA.

In its sole discretion, the CRA may withdraw this RFP either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals which deviate from this RFP. In its sole discretion, the CRA may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this RFP (each such party being a "Proposer").

Following submission of a Proposal, the Proposer agrees to promptly deliver such further details, information and assurances including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the CRA.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the CRA, nor its representatives, provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with CRA representatives shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This RFP is being provided by the CRA without any warranty or representations, express or implied, as to its content, accuracy or completeness, and no Proposer or other party shall have recourse to the CRA if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the CRA that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The CRA shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. The CRA does not warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimers and agrees to be bound by the terms hereof. Any Proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such Proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimers and the balance of the RFP, the provisions of this Disclosure and Disclaimers shall govern.

The CRA reserves the right to select the proposal which, in the opinion and sole discretion of the CRA, will be in the best interest and/or most advantageous to the CRA. The CRA

reserves the right to waive any irregularities and technicalities and may, at its discretion, request re-submittal of proposals. All expenses in preparing the proposal and any re- submittals shall be borne by the Proposer.

The CRA and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the CRA, and the applicable agreements pertaining thereto are approved, executed and delivered by the Proposer to the CRA, and then only pursuant to the terms of the agreements executed by the Proposer and the CRA. All or any responses to this RFP may be accepted or rejected by the CRA for any reason, or for no reason, without any resultant liability to the CRA.

The CRA is governed by the Sunshine Law and the Public Records Law of the State of Florida and all Proposals and supporting data shall be subject to disclosure as required by such laws. All Proposals shall be submitted in sealed form and shall remain confidential to the extent permitted by the Public Record Law until the date and time selected for opening responses.

THIS SECTION IS LEFT INTENTIONALLY BLANK

IX. REQUIRED FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the Proposer and must be submitted with the Proposal. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services stated within this RFP and the Proposer's Proposal to the CRA if the Proposer is awarded an agreement and an agreement is successfully negotiated and executed.

- Proposal Acknowledgement Form
- Proposer Information Form
- Conflict of Interest Disclosure Form
- Scrutinized Companies Certification Pursuant to Florida Statutes § 287.135
- Notification of Public Entity Crimes Law
- Notification of Public Records Law
- Drug-Free Workplace
- Non-Collusion Affidavit
- Truth-In-Negotiation Certificate
- E-Verify Affidavit
- Sub-Contractor/Sub-Consultant Information Form
- Corporate Structure Questionnaire

PROPOSAL ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges and affirms to the contents of this RFP, its response thereto, including without limitation, all addenda have been read, understood, and agreed to by assigning and completing the spaces provided below:

A. RFP Addendum Acknowledgment

Addendum No. 1, Dated _____
Addendum No. 2, Dated _____
Addendum No. 3, Dated _____
Addendum No. 4, Dated _____
Addendum No. 5, Dated _____

- B. The undersigned certifies that they are authorized to sign for the Proposer (additional proof shall be submitted as required in this RFP).
- C. The undersigned certifies that any and all information contained in response to this RFP is true and correct.
- D. The Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals or subcontractors are presently debarred or suspended by any Federal, State or City department or agency.
- E. THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED, BY AN AUTHORIZED AGENT, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CRA MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

RFP CRA NO. 2025-04: SW 600 BLOCK OF WEST ATLANTIC AVENUE DEVELOPMENT PROJECT

Proposer's Name: _____

Principal Business Address: _____

Mailing Address: _____

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Authorized Agent Name and Title: _____

(Signature of Authorized Agent)

Date: _____

PROPOSER INFORMATION FORM

Provide all requested information below and review all requirements listed in RFP to ensure all necessary information is submitted with the Proposal.

PROPOSER NAME: _____

PRINCIPAL OFFICE ADDRESS: _____

LOCAL OFFICE ADDRESS: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

AUTHORIZED AGENT: _____

AUTHORIZED AGENT TITLE: _____

AUTHORIZED AGENT EMAIL: _____

PROPOSER REPRESENTATIVE NAME (if different from Authorized Agent): _____

PROSOSER REPRESENTATIVE EMAIL (if different from Authorized Agent): _____

PROPOSER REPRESENTATIVE PHONE NUMBER: (if different from Authorized Agent): _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

LEGAL STRUCTURE: _____

REVIEW ALL SOLICITATION DOCUMENTS TO ENSURE ALL REQUIRED INFORMATION IS INCLUDED WITH THE SUBMITTED PROPOSAL.

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

Proposer's Name: _____

Authorized Agent Name and Title (Print): _____

(Signature of Authorized Agent)

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposals: the name of any officer, director, or agent who is also an employee of Delray Beach Community Redevelopment Agency ("CRA").

Furthermore, all Proposers must disclose the name of any CRA employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm, partnership, company, or corporation or any of its branches.

The purpose of this disclosure form is to give the CRA the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any CRA duty or responsibility in administration, management, instruction, research or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned Proposer has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

_____ The undersigned Proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Proposer Name

Authorized Agent Signature

Authorized Agent Name and Title (Print)

Date

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO *FLORIDA STATUTES § 287.135*

I, _____, on behalf of _____,
Print Name and Title Proposer Name

certify that _____ does not:
Proposer Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The Delray Beach Community Redevelopment Agency ("CRA") shall provide notice, in writing to the Proposer of the CRA'S determination concerning the false certification. The Proposer shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Proposer does not demonstrate that the CRA's determination of false certification was made in error then the CRA shall have the right to terminate the contract and seek civil remedies pursuant to *Florida Statutes § 287.135*.

Section 287.135, Florida Statutes, prohibits the CRA from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Proposer, I hereby certify that the company identified above in the section entitled "Proposer Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the DBCRA for goods or services may be terminated at the option of the DBCRA if the company is found to have submitted a false certification or has been

placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

PROPOSER NAME

AUTHORIZED AGENT SIGNATURE

PRINT: AUTHORIZED AGENT NAME

AUTHORIZED AGENT TITLE

DATE

Must be executed and returned with the submitted Proposal to be considered.

NOTIFICATION OF PUBLIC ENTITLY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid/Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid/Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids/Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

PROPOSER NAME

AUTHORIZED AGENT SIGNATURE

AUTHORIZED AGENT NAME AND TITLE (PRINT OR TYPE)

DATE

PUBLIC RECORDS LAW

Notification of Public Records Law Pertaining the Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, Florida Statutes

Pursuant to Chapter 119, Florida Statutes, Contractor shall comply with the public records law by keeping and maintaining public records required by the Delray Beach Community Redevelopment Agency ("DBCRA") in order to perform the service. Upon request from the DBCRA custodian of public records contract shall provide the DBCRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the DBCRA. Contractor upon completion of the contract, shall transfer, at no cost to the DBCRA all public records in possession of Contractor or keep and maintain public records required by the DBCRA in order to perform the service. If the Contractor transfers all public records to the DBCRA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DBCRA, upon request from the DBCRA custodian of public records, in a format that is compatible with the information technology systems of the DBCRA

IF THE AWARDED PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHRISTINE TIBBS, AT THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, 20 N. SWINTON AVE., DELRAY BEACH FLORIDA AND MAY BE CONTACTED BY PHONE AT 561-276-8640 OR VIA EMAIL AT TIBBSC@MYDELRAYBEACH.COM

Acknowledged by:

PROPOSER NAME

AUTHORIZED AGENT SIGNATURE

AUTHORIZED AGENT NAME AND TITLE (PRINT)

DATE

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has a
(Proposer Name)
substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

PROPOSER NAME

AUTHORIZED AGENT SIGNATURE

AUTHORIZED AGENT NAME AND TITLE (PRINT)

DATE

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He / She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: _____ Title: _____

- b. He / She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposal, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Delray Beach Community Redevelopment Agency or any person interested in the proposed contract.
- d. The price of prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant

Authorized Agent Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20____, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

Authorized Agent Name: _____

Authorized Agent Title: _____

Date: _____

Authorized Agent Signature: _____

SUB-CONTRACTOR/SUB-CONSULTANT INFORMATION FORM

Instructions

This form is to be completed and submitted in accordance with the requirements of the RFP to which the Proposer is responding. Do not leave any blanks or fail to provide any information or details that are required. Failure to submit this form or the use of any other form will result in the rejection of a proposal as non-responsive. The failure to provide the information or details required by the form may result in the rejection of a proposal as non-responsive.

RFP CRA No. and Title: _____

Proposer: _____

| Name of Sub-Consultant /Sub-Contractor | Address of Office Providing Services | Services to be Provided | License Numbers | Personnel from Sub-Consultant /Sub-Contractor |
|--|--------------------------------------|-------------------------|-----------------|---|
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**DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Delray Beach Community Redevelopment Agency (“CRA”). The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the CRA; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a. If the CRA has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b. If the CRA has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

| |
|-------------------------|
| Proposer Name: |
| Authorized Signature: |
| Authorized Agent Name: |
| Authorized Agent Title: |
| Date: |
| Phone: |

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

CORPORATE STRUCTURE QUESTIONNAIRE

1. Proposers shall complete the following information as required in the RFP. Questionnaire may be expanded and additional pages may be attached to accommodate the inclusion of all information.

| | |
|--|--|
| Legal Name | |
| Street Address | |
| Mailing Address | |
| Local Office Address | |
| Authorized Agent Name | |
| Authorized Agent Title | |
| Authorized Agent Email | |
| Telephone Number | |
| Fax Number | |
| Type of Business | |
| Federal Tax Identification Number | |
| Legal Structure | |
| State of Incorporation or Organization | |
| Date of Incorporation or Organization | |
| Date Authorized to do Business in Florida | |
| | |
| State License/Registration Numbers (if required and applicable) | |

2. If the Proposed Design-Builder is a Joint Venture, Proposer must:
 - a. Submit the above information for the Joint Venture as well as for each member of the Joint Venture; and
 - b. Attach a copy of the Joint Venture Agreement, and any other related documents, to this form.

X. EXHIBITS

EXHIBIT A – AERIAL MAP OF SUBJECT PROPERTIES

EXHIBIT B – INSURANCE REQUIREMENTS

EXHIBIT A
AERIAL MAP OF SUBJECT PROPERTIES



EXHIBIT B:

Insurance Requirements and Instructions

1. The Selected Design-Builder will be required to provide insurance as set forth:.

INSURANCE

The selected Proposer shall not commence any performance pursuant to the terms of this RFQ until certification or proof of insurance has been received and approved by the Delray Beach Community Redevelopment Agency (CRA.)

The required insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the State of Florida, with the minimum rating of A- VII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the CRA shall be notified at least ten (10) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the CRA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the CRA.

The selected Proposer must submit a current Certificate of Insurance, naming the Delray Beach Community Redevelopment Agency as an additional insured and listed as such on the insurance certificate, no later than ten (10) days after award and prior to commencement of any work. New certificates of insurance are to be provided to the CRA upon expiration. All renewal or replacement certificates of insurance shall be forwarded to the CRA located at 20 N Swinton Avenue, Delray Beach, FL 33444.

The selected Proposer shall provide insurance coverage as follows:

- 1.1. **WORKERS COMPENSATION** – With statutory limits, the CRA reserves the right not to accept exemptions to the Workers Compensation requirements of this Solicitation.
- 1.2. **EMPLOYER'S LIABILITY** – With a limit of not less than One Hundred Thousand Dollars (\$100,000) for each accident, One Hundred Thousand Dollars (\$100,000) for each disease, and Five Hundred Thousand Dollars (\$500,000) for aggregate disease.
- 1.3. **COMPREHENSIVE GENERAL LIABILITY** – With limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for Bodily Injury and Property Damage.

NOTE – If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000).

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual

coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

- 1.4. **AUTOMOBILE LIABILITY** – Covering all vehicles associated with Proposer’s operations to include all owned, non-owned and hired vehicles. The coverage will be written on an occurrence basis with limits of liability not less than One Million Dollars (\$1,000,000) combined single limit per each occurrence.
 - 1.5. **PROFESSIONAL LIABILITY** – With limits of not less than Five Million Dollars (\$5,000,000) per occurrence.
 - 1.6. **BUILDER’S RISK** – Coverage shall be “All Risk” coverage in an amount not less than one hundred (100%) percent of the completed value of the project. Coverage shall remain in place until final completion of construction has been reached as determined by the City.
2. Proposers must provide either:
 - 2.1. A statement from their insurance company that Proposers can meet the insurance requirements set forth above; or
 - 2.2. An ACCORD Insurance Certificate that shows evidence of insurance that meets or exceeds the requirements set forth above.