



**REQUEST FOR PROPOSALS
CRA NO. 2026-05
SW 700 & 800 BLOCKS OF WEST ATLANTIC AVENUE
DEVELOPMENT PROJECT**

**ISSUE DATE
MONDAY, MONTH, DAY, 2026**

**PROPOSAL SUBMISSION DEADLINE
THURSDAY, MONTH, DAY, 2026
4:00PM EST**

CONTACT
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I. INVITATION AND GENERAL INFORMATION

The Delray Beach Community Redevelopment Agency (CRA) is seeking proposals from qualified and experienced developers, to lease or purchase, and redevelop CRA-owned vacant land prominently located within the downtown core of Delray Beach.

Centrally located within the SW 700 & 800 Blocks of West Atlantic Avenue - between I-95 and Swinton Avenue and less than 1.5 miles from the world-renowned Blue Flag certified beach - the 3.69 acres of property are primed for redevelopment.

These CRA-owned properties provide an irreplicable assemblage of vacant land and a placemaking opportunity to have an impact on the surrounding community and help shape the landscape of downtown Delray Beach.

After years of community outreach and planning, the CRA now seeks a developer to bring these properties to life and transform some of the last remaining large-scale parcels of land in downtown Delray Beach along Atlantic Avenue.

Critical to CRA's and the community's desires are to ensure that these properties are aesthetically and carefully designed to take into consideration the context and history of the surrounding established residential neighborhood, and the identified needs of the community.

The location of these properties and the continued growth of downtown Delray Beach west of Swinton Avenue provides an unmatched opportunity for a developer to capitalize on the momentum to create a landmark development that will serve the community for decades to come.

The following pages further detail the CRA's desires for the CRA-owned properties within the SW 700 & 800 Blocks of West Atlantic Avenue (Subject Properties), important requirements and considerations that will guide interested developers (Proposers) in the development of their Proposals, and the CRA in its selection of one (1) qualified and experienced Proposer.

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.

About The Set Community

In 2017, The Set community brand was identified by the long-standing residential and business communities surrounding the West Atlantic Avenue corridor. The Set community encompasses the area that is bounded by I-95 to the west, Swinton Avenue to the east, Lake Ida Road to the north, and SW 10th Street to the south. Approximately 993 acres, The Set makes up approximately 10% of the City of Delray Beach and approximately 50% of the CRA District.

Making up about 19% of the City of Delray Beach's population, The Set is predominately a single-family residential community with Delray Beach's historic main streets of Atlantic and Fifth Avenues traversing the east-west and north-south corridors of the western end of Downtown Delray Beach.

Residents of The Set are a close-knit community with strong historical and familial ties to place. Due to the efforts over the last thirty years of dedicated residents who love their community, in partnership within the CRA and the City, The Set has experienced positive change - new housing, infrastructure improvements, and public and private development.

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II. PROPERTY INFORMATION

A. Subject Properties Location & Parcel Control Numbers

The Subject Properties are located within The Set and are within the West Atlantic Avenue business corridor- Sub-Area 3 of the CRA District. The Subject Properties are seventeen (17) CRA-owned properties located across two (2) prominent blocks in downtown Delray Beach – SW 700 Block and SW 800 Block of West Atlantic Avenue. Notably, the Subject Properties are just east of I-95, and within walking distance of large, established residential neighborhoods, government facilities, the Delray Beach Tennis Center, and the beach.

SW 700 Block of West Atlantic Avenue

The Subject Properties located within this block are generally bounded by West Atlantic Avenue to the North, SW 7th Avenue to the East, SW 8th Avenue to the West. The Subject Properties within this block combined contain approximately 1.87 acres of land.

Lot	Property Address	Parcel Control Number (PCN)	Acreage
1	700 W Atlantic Avenue	12-43-46-17-02-005-0010	.75
2	12 SW 7 th Avenue	12-43-46-17-02-005-0210	.16
3	14 SW 7 th Avenue	12-43-46-17-02-005-0220	.16
4	16 SW 7 th Avenue	12-43-46-17-02-005-0230	.16
5	18 SW 7 th Avenue	12-43-46-17-02-005-0240	.16
6	19 SW 8 th Avenue	12-43-46-17-02-005-0150	.16
7	13 SW 8 th Avenue	12-43-46-17-02-005-0120	.32

SW 800 Block of West Atlantic Avenue

The Subject Properties located within this block are generally bounded by West Atlantic Avenue to the North, SW 8th Avenue to the East, SW 9th Avenue to the West. The Subject Properties within this block combined contain approximately 1.82 acres of land.

Lot	Property Address	Parcel Control Number (PCN)	Acreage
1	700 W Atlantic Avenue	12-43-46-17-34-000-0010	.05
2	W Atlantic Avenue	12-43-46-17-34-000-0021	.09
3	W Atlantic Avenue	12-43-46-17-34-000-0022	.09
4	W Atlantic Avenue	12-43-46-17-34-000-0040	.16
5	W Atlantic Avenue	12-43-46-17-42-009-0080	.16
6	W Atlantic Avenue	12-43-46-17-35-002-0100	.06
7	SW 8 th Avenue	12-43-46-17-42-009-0070	.14
8	20 SW 8 th Avenue	12-43-46-17-42-009-0020	.14
9	28 SW 8 th Avenue	12-43-46-17-35-002-0110	.20
10	23 SW 9 th Avenue	12-43-46-17-35-002-0010	.73

A Proposer shall use all the Subject Properties included within this RFP as part of its proposed development project. A Proposer shall not include CRA-owned land not specifically included within this RFP.

Each Subject Property included within this RFP must be included in its entirety in any proposed development project; a portion of a Subject Property (e.g. half of one (1) vacant lot), shall not be proposed by any Proposer.

B. Additional CRA-owned Vacant Lots

Additional CRA-owned Vacant Lots (Additional Properties) are being made available to Proposers for the development of off-site low income and moderate income (as defined in City of Delray Beach Land Development Regulations Article 4.7) housing units to help satisfy the residential requirements of this RFP and those required of the City of Delray Beach.

The Additional Properties are as follows:

Lot	Property Address	Parcel Control Number	Acreage	Zoning Designation
1	29 SW 6 th Avenue	12434616010210030	.16	Medium Density Residential
2	35 SW 8 th Avenue	12434617020050170	.16	Medium Density Residential
3	46 SW 8 th Avenue	12434617420090030	.14	Medium Density Residential
4	14 SW 12 th Avenue	12434617180020210	.16	Medium Density Residential
5	18 SW 12 th Avenue	12434617180020220	.16	Medium Density Residential

A Proposer may use the Additional Properties only for the development of offsite low income and moderate-income housing. A Proposer shall not include CRA-owned land not specifically included within this RFP.

If a Proposer chooses to use an Additional Property for off-site low income and moderate-income housing, it must be included in its entirety; a portion of a Additional Property (e.g. half of one vacant lot), shall not be proposed by any Proposer.

C. Surveys

Surveys of the Subject Properties are available for viewing at the CRA offices and may be downloaded at: www.delraycra.org/rfp/.

D. Aerial Map and Subject Properties' Conditions

All the Subject Properties are currently vacant land.

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

E. 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. Proposers should confirm with the City as it relates to such exemptions.

F. Land Development Regulations

The Subject Properties are all vacant land that are zoned Central Business District (CBD). 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 Additional Properties are all vacant land zoned Medium Density Residential. Development of the Additional 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 CBD and Medium Density Residential zoning designations each prescribe a review and approval process for development as well as development standards. For a complete list of Permitted, Conditional, and Accessory Uses allowed in these districts, Proposers should confer with the City of Delray Beach's Land Development Regulations and with the City of Delray Beach Development Services Department for information on the current regulations that apply to the subject properties, as well as any changes or contemplated changes to the LDRs.

If the Subject Properties and Additional Properties, if applicable, are to be rezoned from their current zoning designation by the Proposer as a condition of development, the Proposer shall include that information within their Proposal.

G. Development Design and Standards

For the development of the Subject Properties, Proposers must develop an aesthetically and carefully designed project that incorporates innovative features and amenities while also meeting the City's Land Development Regulations and Architectural Design Guidelines as it relates to the current CBD Development Standards for the design and installation and/or construction of improvements to and along public rights-of-way – including landscaping, lighting, on-street parking, sidewalks, street furniture, etc. In addition, Proposers should also reference the City's Green Building Requirements and the City's Workforce Housing Program.

City of Delray Beach Land Development Regulations – Central Business District – Sections 4.4.13:

https://library.municode.com/fl/delray_beach/codes/land_development_regulations/?nodeId=CH4ZORE_ART4.4BAZODI_S4.4.13CEBUCBDI

City of Delray Beach Architectural Design Guidelines:

<https://www.spikowski.com/documents-DelrayBeach/DelrayBeachCBD-ArchitecturalGuidelines.pdf>

City of Delray Beach Land Development Regulations - Green Building Requirements – Article 7.11:

https://library.municode.com/fl/delray_beach/codes/land_development_regulations?nodeId=CH7BURE_ART7.11SUDECOPR

City of Delray Beach Land Use Regulations – Workforce Housing Program - Article 4.7:

<https://www.delraybeachfl.gov/home/showdocument?id=660>

Mixed Use:

This RFP requires the proposed development project to include both residential and commercial components.

Building Height:

The maximum building height of a proposed development project shall be no more than the maximum four story building height allowed on West Atlantic Avenue (see City of Delray Beach Land Development Regulations).

Within The Set Transformation Plan, the community has stated a preference for developments along the West Atlantic Avenue corridor be no more than three (3) stories.

Parking and Public Right-of-Ways:

This RFP requires the proposed development project have on-street parking along the public rights-of-way, as well as on-site parking lots (or a multi-level parking structure) located at the rear of the development. Opportunities for shared parking with adjacent uses are desired.

The proposed development project's buildings shall be situated adjacent to West Atlantic Avenue. Wide, uninterrupted, and well-lit arcades and sidewalks that promote pedestrian friendliness along Atlantic Avenue are encouraged.

Additionally, the proposed development project should not include the closure and/or abandonment of SW 8th Avenue.

Architectural Styles:

This RFP requires the development of the Subject Properties and if applicable, the Adjacent Properties, be designed in one (1) of the following architectural styles allowed within the CBD:

- Florida Vernacular
- Anglo-Caribbean
- Main Street Vernacular
- Mediterranean Revival
- Classical Tradition

H. Plans and Assessments

In addition to the Land Development Regulations and the Development Design and Standards, development of the Subject Properties is envisioned in the 2012 West Atlantic Area Needs Assessment, Delray Beach Community Redevelopment Plan (CRA Redevelopment Plan), and The Set Transformation Plan. In general, the plans and assessments call for development projects to consist of affordable and/or workforce housing and community oriented commercial, retail, restaurant, or service uses – including medical & pharmacy services, and financial services - that meet the needs of and serve residents of The Set and the surrounding community. Copies of these plans and assessments may be downloaded at <http://delraycra.org/>.

I. Previous Development Approvals

The Subject Properties currently have no development approvals. Proposers should confer with the City of Delray Beach Development Services Department for more information.

J. Appraisals

An appraisal of the Subject Properties was completed in **June 2026** and is available in electronic form upon written request to the CRA taking into consideration the Cone of Silence/No Lobbying provision. Proposers should not rely solely on the information in the appraisals when compiling a proposal. The appraised value should be considered with all offers and requests for economic development incentives.

K. Impact Fees

Development of the Subject Properties will be subject to Palm Beach County Impact Fees. Please contact the Impact Fee Manager for Palm Beach County, for additional information or go to <http://discover.pbcgov.org/pzb/administration/Pages/Impact-Fees.aspx> to download relevant information.

L. Environmental Studies

Environmental Site Assessments were conducted at the time of purchase and electronic copies are available upon written request to the CRA taking into consideration the Cone of Silence/No Lobbying provision.

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III. RFP OVERVIEW

RFP Issued	Monday, Month, Day , 2026
Voluntary Pre-Proposal Meeting Date and Location Attendance is VOLUNTARY and is recommended but is not mandatory.	Thursday, Month, Day , 2026 at 10:00AM EST In person at: Edmonds Baine Building – CRA Work Space 98 NW 5 th Avenue, Suite 201 Delray Beach, FL 33444
Question Submittal Deadline	Friday, Month, Day , 2026 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	Thursday, Month, Day , 2026 at 4:00PM 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 time stamped 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 portable document format (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. 2026-05 – SW 700 & 800 Blocks 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
THURSDAY, MONTH, DAY, 2026, at 4:00PM 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. AFFILIATED FIRMS –

B. CRA – shall refer to the Delray Beach Community Redevelopment Agency.

C. JOINT VENTURE –

D. LETTER OF INTENT –

- E. REQUEST FOR PROPOSALS (RFP) – this solicitation, including all documentation and any and all addenda, issued by the CRA seeking qualified Proposers.

F. PRIORITIZED USE –

- G. PROPOSER – Person, company, partnership, firm, or corporation submitting a Proposal.
- H. PROPOSAL – A Proposer’s response to this RFP.
- I. RESPONSIVE PROPOSER – A Proposer whose Proposal conforms in all material respects to the terms, conditions, specifications, requirements included in the RFP.
- J. RESPONSIBLE PROPOSER – A Proposer who meets the minimum qualification requirements and has the capability to perform the RFP and Agreement requirements.
- K. SUCCESSFUL PROPOSER – Proposer who is awarded an Agreement for the provision of services detailed in this RFP.
- L. 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.

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IV. DEVELOPMENT OBJECTIVES

At the heart of this development project is The Set community. In 2017, The Set community brand was identified by the long-standing residential and business communities surrounding the West Atlantic Avenue corridor.

The Set encompasses the area that is bounded by I-95 to the west, Swinton Avenue to the east, Lake Ida Road to the north, and SW 10th Street to the south. Predominately a single-family residential community, The Set also comprises Delray Beach's historic main streets of Atlantic and Fifth Avenues traversing the east-west and north- south corridors of the western end of Downtown Delray Beach.

The Set community's perseverance has been guided not by outside trends, but by its robust and distinct culture, strong sense of community pride, and the legacy of the people who call The Set home. With the opportunity to develop a highly desired and visible portion of The Set, the community is ready to secure its future - revitalization does not mean removal, it means renewal.

The vision for West Atlantic Avenue was built together with residents, community stakeholders, and local business owners. It is important that Proposers take the rich heritage, culture, and spirit of The Set community into consideration when designing a proposed development.

Central to the development of the Subject Properties is prioritizing meeting the needs of The Set community as identified in the 2012 West Atlantic Area Needs Assessment, the CRA Redevelopment Plan, and The Set Transformation Plan. Below is a summary of the identified community needs and prioritized uses The Set community would like to see developed within their community.

2012 West Atlantic Needs Assessment:

The 2012 West Atlantic Area Needs Assessment identified the following community needs and prioritized uses within The Set:

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

Additionally, affordable and/or workforce housing has been identified by the community as a need and prioritized use.

CRA Redevelopment Plan:

Adopted by the CRA in 2014, the current CRA Community Redevelopment Plan is undergoing an amendment process. The CRA's overarching mission and vision is to transform the CRA District into a revitalized, sustainable, and attractive area and the CRA Community Redevelopment Plan, the CRA's guiding document, is rooted in responding to diverse neighborhood needs and tailoring development strategies to meet those needs to ensure that the CRA Community Redevelopment Plan's objectives to eliminate blight,

strengthen the local economy, enhance the quality of life for residents, preserve and celebrate historic character, and foster public/private investment that benefits the every neighborhood, the entire CRA District, and the City of Delay Beach as a whole.

The Set Transformation Plan:

Adopted by the City of Delray Beach in 2020 and amended in 2026, the community led plan is currently undergoing an amendment process. However, the overarching goals, objectives, needs, and desires of the community remain. The Set Transformation Plan emphasizes preserving the identity of the community, preventing displacement of long-time residents and business owners, and enacting policies and supporting developments that meet the needs of the community.

A. Development Requirements:

The CRA intends to dispose, through sale or lease, the Subject Properties to one (1) qualified and experienced developer for the purpose of developing and constructing a community oriented, mixed-use development.

Any Proposer must include as part of its Proposal:

- The Subject Properties to be developed by the Proposer.
 - Proposers must use all the Subject Properties as part of its proposed development project.
 - When including a Subject Property, the entire Subject Property must be included by the Proposer – i.e. a portion of a vacant lot /parcel control number shall not be proposed by any Proposer.
 - SW 8th Avenue shall not be closed and/or abandoned to accommodate the proposed development project.
- Development and construction plans will include:
 - Commercial Component
 - Proposers shall include and identify the size, type, and location of the commercial uses within the proposed development project.
 - Proposers are encouraged to include the community identified needs and prioritized uses into their proposed development project.
 - Pharmacy services
 - Financial services institution (bank, credit union)
 - Health and wellness facilities

- Family/Social Entertainment
- If available, Proposers may include Letters of Intent dated within four (4) months of the Proposal Submission Due Date from a company that will operate any business within the proposed development project. The Letter of Intent shall be addressed to the Proposer and include the type of business, the proposed size/square footage of the business, and the timeline to open the business.
- Residential Component
 - Proposers shall include the total number of residential units within the proposed development project. Additionally, Proposers shall:
 - Identify if the units will be leased or sold
 - Identify location of units
 - Identify the number of market rate units v. low income and moderate-income units
 - Identify square footage of units
 - Identify number of bedrooms/bathrooms
 - No less than forty percent (40%) of the proposed residential units shall be low income and moderate-income units (as defined in the City of Delray Beach Land Development Regulations Article 4.7). Additionally:
 - Each low income and moderate-income housing units shall follow the City of Delray Beach's Land Development Regulations as stated within Article 4.4.13, Incentive Program, and Article 4.7, Family and Workforce Housing requirements.
 - All low income and moderate-income housing units shall remain affordable for a period of no less than forty (40) years commencing from the date of receiving certificate of occupancy for the units. A Workforce Housing Covenant will need to be recorded by the City of Delray Beach prior to issuance of the building permit.
 - The low income and moderate-income housing units shall be built on-site or off-site. Monetary contributions, as allowed by the City, will not be accepted by the CRA for this RFP.

- Proposers may utilize the Additional Properties listed within Section II, Property Information, and Exhibit B of this RFP to develop the low income and moderate-income housing units off-site.
- The Additional Properties shall only be used to assist a Proposer with meeting the low income and moderate-income residential requirements contained within this RFP. Proposers should not include the use of the Additional Properties for any other purpose and/or use.
- The distribution of the low income and moderate-income units, and requirements as to the specific income levels to be served, size of the housing units, price of the housing units, etc. shall follow the Incentive Program requirements within the City of Delray Beach's Land Development Regulations Article 4.4.13.

B. Compliance

Failure to include and/or acknowledge the above Development Objectives 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.

C. CRA Incentives & Opportunities

The CRA has a toolbox of established economic development incentives to catalyze investment and to promote opportunities for new and expanding businesses within the CRA District.

Provided that there are financial impacts to the project based on the requirements above, the Proposer may apply for, or propose alternatives for CRA financial assistance to mitigate those financial impacts. These tools may be utilized in response to this RFP and include:

- 1) Development Infrastructure Assistance Program – CRA may reimburse a private for-profit organization seventy-five percent (50%) of the costs of eligible site improvements for an eligible commercial project, up to an amount not to exceed 75% of the projected Tax Increment Funds generated by the improvements over a five (5) year period following project completion, not to exceed \$1,000,000. For a more detailed description of these programs and their guidelines, please visit <https://delraycra.org/funding-assistance/>.

- 2) Land Value Investment Program – Entities may lease CRA-owned land for up to 60 years at discounted rates during the first fifteen years. In exchange, the entity builds a multi-story building with retail on the ground floor and Class A office space and other uses on additional floors. For a more detailed description of these programs and their guidelines, please visit <https://delraycra.org/funding-assistance/>.
- 3) The CRA is open to discussing additional incentives and opportunities with the Successful Proposer.
- 4) In addition to the CRA Incentives outlined above, the CRA is open to considering opportunities such as co-ownership with the CRA or master leasing a commercial and/or retail space for local small businesses who would help fulfill the CRA Redevelopment Plan objectives.

Additionally, incentives are contingent on CRA funding availability, CRA Board approval, and the execution of an Agreement by the CRA and the applicant. Incentives are not to be construed as an entitlement, or right of a property owner or applicant. The CRA has the right to approve or deny any grant and/or incentive application in its sole discretion and absolute determination and evaluation. Submittal of an application or request for incentives is not a guarantee of assistance.

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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 portable document format (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. Proposers understand and affirm they have no contractual right(s) and/or expectation(s) by submitting a Proposal to the CRA in response to this RFP.

A. Proposal Submission Format, Order, and Requirements

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 provided below. 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 portable document format (PDF) file on a USB drive that corresponds to the hardcopy of the Proposal.

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.

TAB #1 – NARRATIVE/EXECUTIVE SUMMARY:

The Proposer shall include a general introduction statement that clearly identifies the party(ies) (Partners and Affiliated Firms) responding to the RFP and their functional responsibilities, a brief overview of their proposed development of the Subject Properties, and a statement that demonstrates the Proposer's understanding of the intentions and goals of the CRA and this RFP.

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

The Proposer must also disclose all parties who have a financial interest and/or have made a financial investment into the proposed development project even if those parties do not have any functional responsibilities for the proposed development project.

TAB #2– PROPOSER'S INFORMATION, QUALIFICATION, AND EXPERIENCE:

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 signatory 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 (and its parent entity if it is a subsidiary) principals, partners, officers, directors, members, managers, including names, addresses, emails, telephone and fax numbers. If the Proposer is a Joint Venture, provide requested information for each Joint Venture partner.
- f. Description of the legal organizational structure of the Partners and Affiliated Firms (and its parent entity if it is a subsidiary). Including state of organization or incorporation. If the Partner or Affiliated Firm 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 each Partner, Affiliated Firm, and each entity.
 - ii. Partners and Affiliated Firms include all parties who have a financial interest and/or have made a financial investment into the proposed development project even if those parties do not have any functional responsibilities for the proposed development project.
- g. Identification of all Partners and Affiliated Firms participating in the development of the Subject Properties within the Proposal including: firm names, addresses, emails, telephone and fax numbers; and identification of all principals, partners, officers, directors, members, managers of the Partners and Affiliated Firms including names, addresses, emails, telephone and fax numbers.

- i. Partners and Affiliated Firms include all parties who have a financial interest and/or have made a financial investment into the proposed development project even if those parties do not have any functional responsibilities for the proposed development project.
- h. Key Personnel: List all individuals, staff, employees, personnel, independent contractors, etc. directly employed and/or staffed by the Proposer, its Partners and Affiliated Firms, and/or the Joint Venture 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 the role and responsibilities that each Key Personnel would have in the development of the proposed project.
 - ii. Provide a brief description of the qualifications and experience for all Key Personnel.
 - iii. Provide a thorough resume for all Key Personnel.
 - iv. 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/agreement with, other than the direct employees and/or staff of the Proposer, Partners, and Affiliated Firms, 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 the Proposer, Partners, Affiliated Firms, individuals, and entities, including Sub-Consultants/Sub-Contractors, who will be involved in the proposed development project.
- i. Provide a narrative describing the previous working relationship between the Proposer and any Partner (including a Joint Venture partner), Affiliated Firm, individual, and/or entity, including any Sub-Consultants/Sub-Contractors who will be involved in the proposed development project. If the submitted proposed development project is the first time that the Proposer will be working with any Partner, Affiliated Firm, individual, and/or entity, including any Sub-Consultants/Sub-Contractors, please indicate as such.

- j. **Conflict of Interest:**
Disclose the name of any principal, partner, officer, director, employee, staff member, agent, or key 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 partners or Affiliated Firms. If no conflicts of interests are present, Proposer must submit a statement to that effect. 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.

- k. 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, web printouts, and/or marketing materials are to be included as part of the Proposal.

TAB #3 – PROPOSED DEVELOPMENT PROJECT

Proposers shall provide information on all aspects of the proposed development project. The Proposer shall include the below information and any and all information they believe would be beneficial for the Evaluation Committee to consider when reviewing the Proposer's Proposal.

- a. **Project Overview:** Include an overview of the proposed development project, *including but not limited to:* **(1)** a detailed description of the proposed development project, including unique, innovative features, amenities, and/or opportunities; **(2)** impact of and relationship to adjacent properties not included within the proposed development project; **(3)** overall benefit to the community - Proposer should demonstrate how the vision for the proposed development project will create an economically viable destination that will complement the surrounding established residential community and meet the needs and prioritized uses of The Set as identified in the 2012 West Atlantic Area Needs Assessment, the CRA Redevelopment Plan, and The Set Transformation Plan; **(4)** whether changing the zoning designation for any of the Subject Properties and Additional Properties, if applicable, is being proposed to achieve the proposed development project and **(5)** renderings of the proposed development project showcasing the selected architectural style.
- b. **Site Plan Submittal:** Submit a site plan and two (2) exterior elevations on sheets measuring 24" by 36" at a scale of one-inch equals twenty feet (1" = 20'). In addition, Proposers should reduce the site plan and exterior elevations to a format measuring 8 ½" by 11" or 11" by 17" for ease of

distribution, and include an electronic version of the same within the submitted PDF of the Proposal.

- i. The Site Plan must indicate development of all Subject Properties.
 - ii. The Site Plan should include, at a minimum, the location and square footage of all buildings, location and square footage of all tenant bays and residential units, location of parking and number of parking spaces (indicate if parking will be a multi-level structure, and if so, how many levels), traffic circulation and emergency access points, main entrance and additional site access points, setbacks, retainage area, civic open space, major landscaping features, waste facilities, amenity and support spaces, and the public right of ways (sidewalks, streets) surrounding the proposed development. The Site Plan must indicate the height(s) of all proposed buildings.
 - iii. If additional property/properties is/are to be incorporated into the proposed development that are not owned by the CRA, the RFP response must include proof of ownership of that property by the Proposer (or its Partner or Affiliated Firm) or a notarized letter of intent to sell from the current property owner or executed purchase and sale agreement between the current property owner and Proposer. If additional property/properties is/are to be used to meet the minimum requirements for off-site parking, a valid, signed agreement for the use of the property in compliance with the City's LDRs must be included in the Proposal. In the absence of such documentation, the additional property/properties or parking will not be considered in evaluating the proposal.
- c. Floor Plan: Submit basic floor plans (including the square footage) of the proposed buildings, all residential units, and all tenant bays. Provide floor plans for each floor of each multi-level building on a sheet or sheets measuring 24" by 36", primarily for the purpose of indicating the square footage of each use. Proposers may choose an architectural scale appropriate to communicate the concept of the proposed development project. In addition, the Proposer(s) should reduce the floor plans to a format measuring 8 ½" by 11" or 11" by 17" for ease of distribution, and include an electronic version of the same within the submitted PDF of the Proposal.
- d. Use Plan Submittal: State the uses within the proposed development project and specify the total square footage of the proposed development project and the breakdown of each proposed use. Proposer(s) should consider the needs and prioritized uses for the proposed development

project described in Section IV. Development Objectives in formulating their use plan.

- i. Proposers shall include:
 - 1. Specify where the residential units will be located within the proposed development project.
 - 2. Specify where each commercial component will be located within the proposed development project.
- ii. Parking
 - 1. Number of parking spaces accommodating the commercial uses, residential uses, if any of those spaces will be shared within the proposed development project, and in any parking waivers will be requested.
 - 2. Specify if the parking will be surface level or multi-level structured parking.
- e. If available, Proposers should include Letters of Intent dated within four (4) months of the Proposal Submission Due Date from a company that will operate any business within the proposed development project. The Letter of Intent shall be addressed to the Proposer and include the type of business, the proposed size/square footage of the business, and the timeline to open the business.

f. Additional Properties:

Proposers shall indicate which Additional Properties will be used, if any, to help meet the low income and moderate-income housing requirements contained within this RFP.

For each Additional Property that is included within a Proposal, the Proposer must include:

- i. Site Plan Submittal: Submit a site plan and two (2) exterior elevations on sheets measuring 24" by 36" at a scale of one-inch equals twenty feet (1" = 20'). In addition, Proposers should reduce the site plan and exterior elevations to a format measuring 8 ½" by 11" or 11" by 17" for ease of distribution, and include an electronic version of the same within the submitted PDF of the Proposal.
 - a. The Site Plan should include, at a minimum, the location and square footage of all buildings, location and square footage of all residential units, location of parking and number of parking spaces (indicate if parking will be a multi-level structure, and if so, how many levels), traffic circulation and emergency access points, additional site access points, setbacks, retainage area, open space, major landscaping features, waste facilities,

amenity and support spaces, and the public right of ways (sidewalks, streets) surrounding the proposed development. The Site Plan must indicate the height(s) of all proposed buildings.

- ii. **Floor Plan:** Submit basic floor plans (including the square footage) of the proposed buildings and each of the residential units. Provide floor plans for each floor of each multi-level building on a sheet or sheets measuring 24" by 36". Proposers may choose an architectural scale appropriate to communicate the concept of the proposed development project. In addition, the Proposer(s) should reduce the floor plans to a format measuring 8 ½" by 11" or 11" by 17" for ease of distribution, and include an electronic version of the same within the submitted PDF of the Proposal.
- g. Proposers should detail how the commercial components and residential units will be marketed to potential tenants and users.
- h. **Pricing:** Proposers must indicate the income levels to be served by the onsite and offsite housing units and the price of each of the low income and moderate-income housing units, which shall follow the Incentive Program requirements within the City of Delray Beach's Land Development Regulations Article 4.4.13.
- i. **Development and Construction Schedule:** Submit a tentative time schedule for the completion of the entire proposed development project. The CRA's preference is a single-phase development, however, if the proposed development project is proposed to be developed in phases, then the time schedule should define each phase, the items included in each phase and reflect realistic development time frames for each phase, in addition to the tentative time schedule for the completion of the entire proposed development project.
 - i. The Proposer shall be able to initiate and complete the proposed development project within a reasonable timeframe acceptable to the CRA. It is the CRA's desire that the Successful Proposer completes the development project in the shortest timeframe possible.
 - ii. Provide a description of the Proposer's ability to mobilize the necessary team to commence design and construction of the proposed development project based on the submitted schedule.
- j. PLEASE NOTE: All plans, without limitation, including the final architectural design, site plan, landscaping, parking, and any and all

related plans must be approved by the CRA Board of Commissioners prior to submission to the City of Delray Beach for any approvals.

TAB #4 – FINANCIAL STRUCTURE

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 proposed development project 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.

- a. Project Cost: Submit a total project cost analysis stating, by category, the major elements of the project. The major cost items shall include, at a minimum, land costs, site development costs (including but not limited to paving, grading, drainage, landscaping, site lighting, right-of-way improvement, and surface parking) building construction costs (including multi-level parking structures, if applicable), permit and impact fees, tenant improvement allowances, architectural and engineering costs, marketing costs, financing costs, and any other significant costs.
- b. Operating Pro Forma: Submit a preliminary operating pro forma estimating the proposed development project's operating income and expenses for a period of time (minimum 10 years) after completion to demonstrate financial feasibility. The preliminary operating pro forma should include the following:
 - i. Projections of sales/leases over time
 - ii. Estimates of operating expenses
 - iii. Gross Income, Net Operating Income, Cash-Flow before taxes, ROI
- c. Sales/Lease Information: Projections of sales and/or leases over time. This should also include information on anticipated sale/lease rates for the uses (required and ancillary), including vacancy contingency through time. Estimates of project operating expenses (including property taxes, insurance and maintenance costs), annual debt service, and marketing and sales costs. Gross Income, Net Operating Income, Proposer(s) Cash-Flow before taxes, and Return on Investment to project partners and investors.
- d. Financing Plan: Submit a financing plan which includes a proposal for securing construction and permanent financing for the proposed development project. The financing plan should account for all debt and

equity investment required to fund the proposed development project as well as an analysis of the proposed development project's return on investment, debt service coverage ratio and other financial information that will indicate the financial strength of the proposed development. Third party evidence of an ability to secure financing such as a preliminary financing commitment letter or letter of interest from a lending institution or other primary source of investment financing must accompany the RFP response. A firm financing commitment from a lending institution or other source of investment financing will be required prior to the closing of the sale of the land, or as otherwise stipulated in negotiated Agreement between the proposer and the CRA.

TAB #5 – FISCAL IMPACT

- a. Provide an estimate of the fiscal impact of the proposed development project.
- b. Provide information on the number and types of job generation expected upon stabilization of the proposed development project.
- c. Proposers shall enclose a check with their Proposal in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) payable to the CRA as a deposit. Proposer(s) not selected for negotiation will have their deposits returned. Deposit will be applied to the purchase or lease term for the selected Proposer(s).

TAB #6 – CRA INCENTIVES AND OPPORTUNITIES

- a. Identify any requests for CRA incentive programs, amount of funding requested, details of the costs and financial benefits to the CRA as well as details of how the proposed incentive is consistent with the objectives of the 2012 West Atlantic Area Needs Assessment, CRA Community Redevelopment Plan, and The Set Transformation Plan, and the applicable plans adopted by the City.
- b. If co-ownership or partnership with the CRA is contemplated, the terms of such an arrangement must be specified by the Proposer, including the proposed financing arrangements, ownership structure, the responsibilities of each entity, and other pertinent information.

TAB #7 - PROPOSER'S PAST PROJECTS

- a. 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. At least one (1) of the development and construction projects must have been for a public entity.

Submitted projects should describe the Proposer and all Key Personnel's past performance working together. The CRA reserves the right to award more points to those teams who have previously worked together in a collaborative delivery model.

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. Provide total project costs, the financing structure, timeline from design to completion, and other elements related to financing and completing the project.
 - iv. Provide information on the ownership and development team and organization for each project(s) including Principals, Affiliated Firms, Partners or Joint Venture Partner, General Contractors, subcontractors/subconsultants, and others involved in the project and their roles.
 - v. Provide a name and contact information for an individual from the public sector with awareness or direct experience (such as a development, planning, permitting, or building official) for each submitted project.
 - vi. Note: Please note that in assessing the qualifications and experience of a Proposer the CRA may visit each submitted project site.
 - vii. At least one submitted project must have been for a public entity. If the Proposer has not engaged in a similar development and construction project for the public sector, please provide...
- b. Provide a list of all governmental entities/clients with which the Proposer, its principals, partners, officers, directors, members, managers, have had a similar contract for development, within the past ten (10) years, and provide the contact name, address, and telephone number for the governmental entity/client and the name for each principal, partner, director, officer, member and/or manager involved in the contract for development.

- c. Proposer should include any and all information related to the proposed development project that they believe would be beneficial for the Evaluation Committee to consider when reviewing the Proposer's qualification and experience.

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.

TAB #8 - PROPOSER'S FINANCIAL INFORMATION

- a. Provide relevant financial information to substantiate the entities ability to finance or secure financing for the project including but not limited to: available equity and/or a percentage share of equity that can be provided by the proposer to the project, identification of other equity partners and the relationship thereof with the proposer, or written statements from financing sources as to the entities past performance and likelihood of financing for this project (does not require a letter of commitment).
- b. Pipeline Projects – list and describe all projects currently in the pipeline, including statuses, development budget, schedule and financial commitment.
- c. The Proposer must submit as part of the Proposal or make available for inspection within a reasonable timeframe at a location designated by the CRA the following:
 - Immediate past three years of audited financial statements of the proposing entity (and its parent entity if it is a subsidiary).
 - Current fiscal year financial statements (which includes balance sheet and profit and loss statement).
 - Projected one-year income statement for the current fiscal year for the proposing entity (and its parent entity if it is a subsidiary).
 - If the proposing entity is to be created specifically for the intended project or if the proposing entity is less than three years old, then each partner or stockholder must submit its own financial statement as described above.
- d. 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 proposed development project. 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.

- e. Performance and Payment Bond:
Per Section VII, General Terms and Conditions, 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.)

- f. 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 C). 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.

TAB #9 – LITIGATION, DISCIPLINARY PROCEEDINGS, AND CONFLICTS

- a. Disclosure of any bankruptcies and legal actions, whether civil, criminal, or foreclosures, 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 (including arbitration), past or pending, that might impact the capacity of the Proposer, its directors, officers, and principals to complete the development and construction of the Subject Properties must be disclosed. Include a description and details for each case, specifying the court and case/docket number.

- b. Identify any type of disciplinary proceeding which the entity responding to the RFP its directors, officers, and principals who will be involved in the proposed project have been involved in in the past ten (10) years, and provide a description of each such disciplinary proceeding.

TAB #10 – PROPOSER'S PURCHASE PRICE OR LEASE AMOUNT:

The Proposer shall state their purchase price or lease amount. Any price for the purchase or lease of the Subject Properties (and Additional Properties, if applicable) included within a Proposal should include all terms - including lease terms, the terms of payment or financial structure proposed, and any conditions, contingencies, and additional requirements, including the proposed closing date, that would affect the disposition and purchase of the Subject Properties (and Additional Properties, if applicable). A purchase price or specific financial /lease terms are required.

PLEASE NOTE:

Any offers for less than appraised value or current lease rates for the area surrounding the Subject Properties (and Additional Properties, if applicable) 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, meeting other preferred prioritized uses within the proposed development project, additional low income and/or moderate-income housing units, etc.

TAB # 11 – 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.

TAB #12 – 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 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: **Thursday, Month, Day 2026 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. 2026-05
SW 700 & 800 BLOCKS OF WEST ATLANTIC AVENUE DELOPMENT 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.

C. Additional Submittal Guidelines

Only one (1) Proposal from an 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.

D. 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.**

THIS SECTION IS LEFT INTENTIONALLY BLANK.

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 4:00PM EST on Thursday, Month, Day, 2026.** 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, elect to have Proposers make Oral Presentations to the CRA Board, 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/or 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 and/or claims 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 to. 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/RFP is subject to.

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
<p>Development Team Qualifications & Experience</p>	<ul style="list-style-type: none"> • Functional Responsibilities of Partners, Affiliated Firms, individuals, entities, Sub-Consultants/Sub-Contractors <ul style="list-style-type: none"> • Previous working relationship between Proposer and Partners, Affiliated Firms, individuals, entities, Sub-Consultants/sub-Contractors • Litigation, Disciplinary Proceedings, Conflicts • Key Personnel <ul style="list-style-type: none"> • Qualifications and Experience • Resume, licenses, certifications 	<p>40 Points</p>

REQUIREMENTS	EVALUATION CRITERIA	POINTS
	<ul style="list-style-type: none"> • Past Projects and Professional References <ul style="list-style-type: none"> • Clearly demonstrate the experience of the team and background for developing similar projects. • Public sector experience 	
<p style="text-align: center;">Proposed Development Project</p>	<ul style="list-style-type: none"> • Proposed Development Project – <ul style="list-style-type: none"> • Project Overview • Inclusion of needs and prioritized uses – see CRA Redevelopment Plan, 2012 West Atlantic Area Needs Assessment, The Set Transformation Plan • Letters of Intent (Commercial) • Low Income and Moderate-Income Housing • Site Plans, Floor Plans, Use Plans • Design/architectural style of proposed development project • Size and Scale of proposed development project • Proposed Development and Construction Schedule 	<p style="text-align: center;">40 Points</p>
<p style="text-align: center;">Financial Structure</p>	<ul style="list-style-type: none"> • Project Cost • Preliminary Operating Pro Forma • Sales/ Lease Information • Financing Plan • Financial Information <ul style="list-style-type: none"> • Audited financial statements • Current fiscal year financial statements • Projected one year income statement • Performance and Payment Bond • Insurance 	<p style="text-align: center;">10 Points</p>
<p style="text-align: center;">Fiscal Impact</p>	<ul style="list-style-type: none"> • Estimated Fiscal Impact • Estimated number and types of job generation expected 	<p style="text-align: center;">5 Points</p>

REQUIREMENTS	EVALUATION CRITERIA	POINTS
CRA Incentives & Opportunities and Purchase Price or Lease Terms	<ul style="list-style-type: none"> • CRA Incentives and Opportunities requested and/or proposed • Purchase Price or Lease Terms for the Subject Properties and Additional Properties 	<p style="text-align: center;">5 Points</p>
Total Maximum Points Available		100 Points

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. 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 mixed-used developments that include low income and moderate-income housing, 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 Set Transformation Plan, and the 2012 West Atlantic Area 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 2026-05, for the SW 700 & 800 Blocks 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
Thursday, Month, Day, 2026 at 4:00PM 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.

B. Financial Capacity & Performance and Payment Bond

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 mixed used development with parking 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 proposed development project. 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.

C. 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 in its Proposal.

D. 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 proposed development project as....

E. Site Visits

Any Proposer/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 Properties 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.

F. Compliance with Legal Requirements

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

ADD LINK TO CRA PURCHASING POLICIES

G. Addenda, Changes, Interpretations

Any interpretations, corrections, clarifications, or changes to this RFP will be made by written 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.

H. 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 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.

I. 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 Friday, Month, Day, 2026, 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.

J. 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 and approval.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

THIS SECTION IS LEFT INTENTIONALLY BLANK.

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, members, managers, and/or 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.

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 Agreement pertaining thereto are approved, executed and delivered by the Proposer to the CRA, and then only pursuant to the terms of the Agreement 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.

EXPENSES RELATED TO SUBMITTING A PROPOSAL:

The Proposer acknowledges and affirms that any and all expenses relating to preparing the submitted Proposal, any modifications and/or re-submittals, and/or any Oral Presentation(s) to the Evaluation Committee and/or to the CRA Board shall be borne solely by the Proposer.

THIS SECTION IS LEFT INTENTIONALLY BLANK.

IX. REQUIRED FORMS

The required 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. 2026-05: SW 700 & 800 BLOCKS 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 Statute*. 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: _____

**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 – AERIAL MAP OF ADDITIONAL PROPERTIES
EXHIBIT C – INSURANCE REQUIREMENTS
EXHIBIT C – DRAFT AGREEMENT

EXHIBIT A AERIAL MAP OF SUBJECT PROPERTIES

CRA-owned properties marked with an "X" are not included as Subject Properties.



SW 700 Block of West Atlantic Avenue

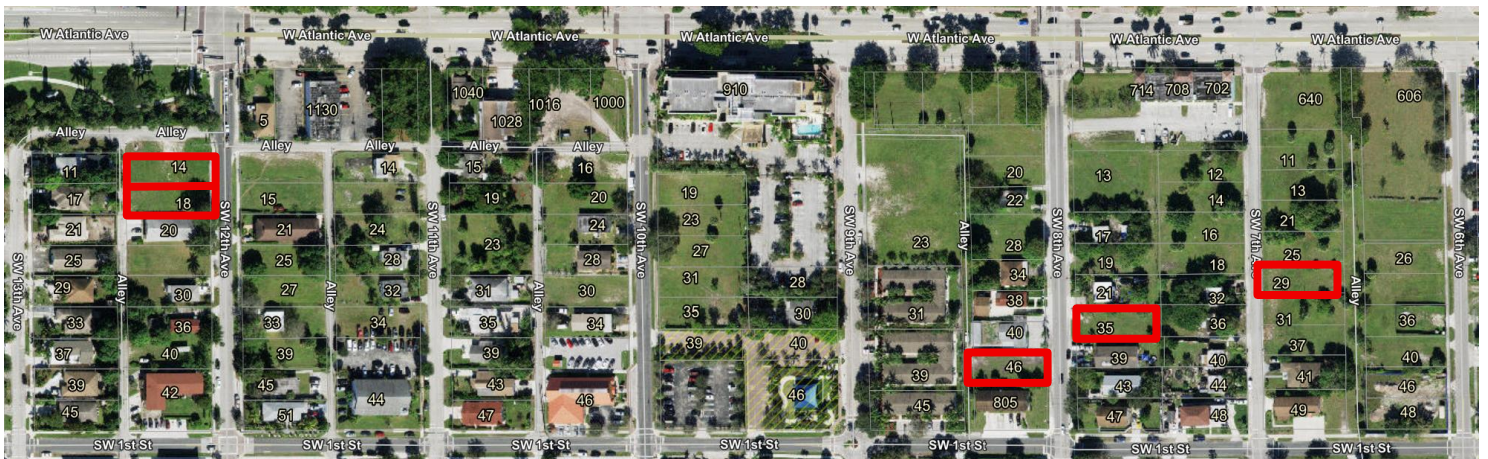
Lot	Property Address	Parcel Control Number (PCN)	Acreage
1	700 W Atlantic Avenue	12-43-46-17-02-005-0010	.75
2	12 SW 7 th Avenue	12-43-46-17-02-005-0210	.16
3	14 SW 7 th Avenue	12-43-46-17-02-005-0220	.16
4	16 SW 7 th Avenue	12-43-46-17-02-005-0230	.16
5	18 SW 7 th Avenue	12-43-46-17-02-005-0240	.16
6	19 SW 8 th Avenue	12-43-46-17-02-005-0150	.16
7	13 SW 8 th Avenue	12-43-46-17-02-005-0120	.32

SW 800 Block of West Atlantic Avenue

Lot	Property Address	Parcel Control Number (PCN)	Acreage
1	700 W Atlantic Avenue	12-43-46-17-34-000-0010	.05
2	W Atlantic Avenue	12-43-46-17-34-000-0021	.09
3	W Atlantic Avenue	12-43-46-17-34-000-0022	.09
4	W Atlantic Avenue	12-43-46-17-34-000-0040	.16
5	W Atlantic Avenue	12-43-46-17-42-009-0080	.16
6	W Atlantic Avenue	12-43-46-17-35-002-0100	.06
7	SW 8 th Avenue	12-43-46-17-42-009-0070	.14
8	20 SW 8 th Avenue	12-43-46-17-42-009-0020	.14
9	28 SW 8 th Avenue	12-43-46-17-35-002-0110	.20
10	23 SW 9 th Avenue	12-43-46-17-35-002-0010	.73

EXHIBIT B AERIAL MAP OF ADDITIONAL PROPERTIES FOR OFFSITE LOW INCOME AND MODERATE-INCOME RESIDENTIAL UNITS

CRA-owned properties outlined in red in the image below are available to assist in the development of low income and moderate-income housing, as required by this RFP.



Lot	Property Address	Parcel Control Number	Acreage	Zoning Designation
1	29 SW 6 th Avenue	12434616010210030	.16	Medium Density Residential
2	35 SW 8 th Avenue	12434617020050170	.16	Medium Density Residential
3	46 SW 8 th Avenue	12434617420090030	.14	Medium Density Residential
4	14 SW 12 th Avenue	12434617180020210	.16	Medium Density Residential
5	18 SW 12 th Avenue	12434617180020220	.16	Medium Density Residential

EXHIBIT C:

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.

EXHIBIT D
DRAFT AGREEMENT