



**DELRAY BEACH
COMMUNITY REDEVELOPMENT AGENCY (CRA)**

**REQUEST FOR QUALIFICATIONS (RFQ)
CRA NO. 2024-09**

**PROFESSIONAL COMMERCIAL
REAL ESTATE MARKETING SERVICES**

ISSUE DATE

MONDAY, NOVEMBER 25, 2024

VOLUNTARY PRE-PROPOSAL MEETING

WEDNESDAY, DECEMBER 11, 2024

11:00AM EST

QUESTION SUBMITTAL DEADLINE

FRIDAY, DECEMBER 20, 2024

5:00PM EST

PROPOSAL SUBMISSION DUE DATE AND TIME

THURSDAY, JANUARY 9, 2025

4:00PM EST

CONTACT

**CHRISTINE TIBBS, ASSISTANT DIRECTOR
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
20 NORTH SWINTON AVENUE
DELRAY BEACH, FL 33444
tibbsc@mydelraybeach.com
561-276-8640**

Table of Contents

I. INVITATION 3

II. RFQ OVERVIEW 4

III. SCOPE OF SERVICES 7

IV. MINIMUM QUALIFICATION AND EXPERIENCE REQUIREMENTS 10

V. SUBMITTAL REQUIREMENTS 12

VI. EVALUATION AND SELECTION 17

VII. GENERAL TERMS AND CONDITIONS 20

VIII. DISCLOSURE AND DISCLAIMERS 24

IX. REQUIRED FORMS 26

X. EXHIBITS 39

I. INVITATION

The Delray Beach Community Redevelopment Agency (CRA) is seeking Proposals from interested firms that have the specific qualifications and ability to provide Professional Commercial Real Estate Marketing Services (Services) for CRA-owned vacant land properties along West Atlantic Avenue that strategically targets potential tenants and/or commercial developers in the grocery, medical (e.g. doctors, clinics, etc.), pharmacy, and financial services sectors in accordance with the terms, conditions, and specifications contained in this RFQ.

Interested firms, hereinafter referred to as Proposers, are invited to submit a complete Proposal for consideration. Any submitted Proposal must clearly address and contain all items and forms requested. The CRA reserves the right to accept any Proposal 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, or to reject any or all Proposal, and to re-advertise for new Proposals.

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 RFQ, 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.

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 CRA 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>).

Proposals will be evaluated based on the procedures and criteria stated within this RFQ.

The CRA intends to create a pool of three (3) Florida-licensed, full service real estate firms and negotiate individual Agreements for said Services upon the award of this RFQ to Proposers that best satisfy the evaluation criteria, *and* the selection of the Proposers is deemed to serve in the best interest of the CRA.

Proposers are required to submit one (1) original hard copy of their full Proposal in a hard cover binder, and one (1) electronic, searchable .pdf file of the full Proposal on a USB drive in a sealed package with the outside of the package marked "Request for Qualifications CRA No. 2024-09, Professional Commercial Real Estate Marketing Services". All Proposals shall be delivered (mailed or hand-delivered) to the CRA at:

**CRA Office – 20 N Swinton Avenue, Delray Beach, Florida 33444
on or before 4:00PM EST
on Thursday, January 9, 2025**

No electronic Proposal submissions will be accepted. The responsibility for submitting a Proposal at the correct location before the stated 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.

II. RFQ OVERVIEW

RFQ Issued	DATE: Monday, November 25, 2024
Pre-Proposal Meeting Date and Location	DATE: Wednesday, December 11, 2024 TIME: 11:00AM EST
Attendance is VOLUNTARY and is recommended but is not mandatory.	In person at: Edmonds Baine Building Delray Beach CRA Workspace 98 NW 5 th Avenue, Suite 201 Delray Beach, FL 33444
Question Submittal Deadline	DATE: Friday, December 20, 2024 TIME: 5:00PM EST Questions must be received before the Question Submittal Deadline and must be submitted in writing via email to: Christine Tibbs, Assistant Director tibbsc@mydelraybeach.com
Proposal Submission Due Date, Time, and Location	DATE: Thursday, January 9, 2025 TIME: 4:00PM EST Drop-Off or Mail Proposals to: Delray Beach CRA Office Attention: Christine Tibbs 20 N Swinton Avenue Delray Beach, FL 33444
Evaluation Committee	TBD
Oral Presentations (If Elected)	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. All Proposals will be timestamped by the CRA when received. Proposals not received by the CRA by the Due Date at the stated Location shall not be reviewed or considered by the CRA.

BROADCAST AND NOTIFICATION

All documents related to this RFQ, including any addenda, can be obtained from: (a) Periscope S2G: www.periscopeholdings.com/S2G; (b) the CRA's website: www.delraycra.org; or request via email: tibbsc@mydelraybeach.com.

Proposers who obtain solicitation/procurement information from sources other than those named above are cautioned that the RFQ package may be incomplete. The CRA will not evaluate incomplete Proposals or incomplete Proposals may be deemed non-responsive by the CRA. The CRA will not be responsible for information from a source other than those stated above. Periscope S2G 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. It is the Proposer's responsibility to verify the validity of all RFQ documents and information; Proposers are advised to closely examine all RFQ documents and information.

CONTACT PERSON

Any questions regarding the RFQ documents and/or solicitation process, clarifications, or for more information 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 RFQ contains various sections which require submission of certain information and forms which require the Proposer's completion and/or wet signatures. 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. It is the responsibility of the Proposer to ensure all pages, forms, and required information are included within its Proposal submission.

ADDENDA

Any interpretations, corrections, clarifications, modifications, or changes to this RFQ will be made by addenda. Sole issuing authority shall be vested in the CRA. Addenda will be posted and available through the CRA broadcast and notification methods stated 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 this RFQ. Proposers are required to submit one (1) original hard copy of their full Proposal in a hard cover binder, and one (1) electronic, searchable .pdf file of the full Proposal on a USB drive in a sealed package with the outside of the package marked "Request for Qualifications CRA No. 2024-09, Professional Commercial Real Estate Marketing Services".

**All Proposals shall be delivered (mailed or hand-delivered only) to the CRA at:
Delray Beach CRA Office located at 20 N Swinton Avenue, Delray Beach, Florida 33444
on or before the Proposal Submission Due Date and Time of
Thursday, January 9, 2025, 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 RFQ, 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 procedures stated within this RFQ.

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.

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. AGREEMENT – The RFQ, all addenda issued thereto, all affidavits, the signed Agreement, and all related documents will comprise the totality of the Agreement between the CRA and the Successful Proposer to perform the services described in this RFQ.
- B. COMMERCIAL REAL ESTATE MARKETING SERVICES (SERVICES): professional commercial real property marketing for CRA-owned vacant land properties along West Atlantic Avenue that strategically targets potential tenants and/or commercial developers in the grocery, medical (e.g. doctors, clinics, etc.), pharmacy, and financial sectors.
- C. CONSULTANT – Successful Proposer who executes an Agreement with the CRA to provide the necessary services.
- D. CRA – shall refer to the Delray Beach Community Redevelopment Agency
- E. PROPOSAL – A Proposer's response to this RFQ.
- F. PROPOSER – Firm submitting a Proposal.
- G. REQUEST FOR QUALIFICATIONS (RFQ) – this solicitation, including all documentation and any and all addenda, issued by the CRA seeking qualified Proposers.
- H. RESPONSIVE PROPOSER – A Proposer whose Proposal conforms in all material respects to the terms, conditions, specifications, requirements included in the RFQ.
- I. RESPONSIBLE PROPOSER – A Proposer who meets the minimum qualification requirements and has the capability to perform the Agreement requirements.
- J. SUCCESSFUL PROPOSER – Proposer who is awarded an Agreement for the provision of services detailed in this RFQ.

III. SCOPE OF SERVICES

BACKGROUND:

The Delray Beach CRA was established in 1985 to guide the City of Delray Beach in its redevelopment efforts and assist in revitalizing the physical environment and the economy of the CRA District.

The CRA District is comprised of 1,961 acres and is generally bounded by Interstate 95 to the west, Southwest 10th Street to the south, Gulfstream Boulevard to the north, and Ocean Boulevard to the east. Within the CRA District, the CRA owns approximately 128 properties, with 94 of those properties being vacant land. The majority of CRA-owned vacant land is located along West Atlantic Avenue, with scattered infill lots in the Northwest and Southwest Neighborhoods of The Set, located north and south of West Atlantic Avenue.

To access the CRA Property Map: <https://delraycra.org/property-map/>

In 2012, the West Atlantic Area Needs Assessment was conducted, and it identified a series of goals for the West Atlantic area, including meeting the area's needs for grocery, medical (e.g. doctors, clinics, etc.), pharmacy, and financial services.

The CRA's Community Redevelopment Plan emphasizes that the redevelopment strategy for the West Atlantic area shall be to encourage development that meets the needs of area residents and is supportive of and compatible with adjacent neighborhoods while also having a positive visual impact highlighting its importance as the entrance to downtown Delray Beach.

INTENT:

The CRA is seeking Proposals from interested real estate firms that have the specific qualifications and ability to provide Professional Commercial Real Estate Marketing Services (Services) and experience developing and implementing strategic marketing methods and plans that target potential tenants and/or commercial developers in the grocery, medical (e.g. doctors, clinics, etc.), pharmacy, and financial sectors for CRA-owned vacant land properties along West Atlantic Avenue.

The CRA intends to create a pool of three (3) Florida-licensed, full service real estate brokerage and consulting firms and negotiate individual Agreements for said Services upon the award of this RFQ to Proposers that best satisfy the evaluation criteria, *and* the selection of the Proposers is deemed to serve in the best interest of the CRA.

The term of each Agreement with each Successful Proposer will be for two (2) years, with an option for up to one (1), one (1) year extension.

CRA-OWNED VACANT LAND PROPERTIES:

West Atlantic Avenue:



SCOPE OF SERVICES:

The Successful Proposers (hereinafter in this Section referred to as the Consultants) shall be full-service real estate firms that provide marketing services with specific expertise in the grocery, medical (e.g. doctors, clinics), pharmacy, and financial services sectors.

Consultants shall be responsible for handling all customary activities associated with developing and implementing strategic marketing methods and plans for CRA-owned vacant land properties along West Atlantic Avenue to potential tenants and/or commercial developers in the grocery, medical (e.g. doctors, clinics, etc.), pharmacy, and financial sectors.

The following provides the basic framework for what the CRA may require from a Consultant:

- Identify marketing methods and strategies designed to target potential commercial developers, tenants, and interested parties in the grocery, medical (e.g. doctors, clinics, etc.), pharmacy, and financial services sectors for CRA-owned vacant land properties along West Atlantic Avenue.
- Implement marketing strategies and methods for CRA-owned vacant land properties along West Atlantic Avenue that target potential commercial developers, tenants, and interested parties in the grocery, medical (e.g. doctors, clinics, etc.), pharmacy, and financial services sectors
- Determine the competitive market price and prepare comparable market analysis reports, as needed.
- Other research, valuation, advisory, and consultation services as it relates to the tenant occupancy and development of CRA-owned vacant land properties along West Atlantic Avenue, as needed.

- Presentations at public meetings, as needed.
- Meetings (virtual, in-person, and/or on-site) as necessary with CRA Staff.
- Deliverables may include strategic marketing reports, valuation and market analysis reports.

Proposers must address these services in their responses to the RFQ but may also include additional services.

The CRA does not guarantee any minimum or maximum Services to be contracted during the Agreement term from any Consultant.

GENERAL DUTIES OF CONSULTANT:

The Consultant will provide the professional commercial real estate marketing services to the CRA as required under the Agreement in accordance with professional practices and ethical standards of the discipline. No employer/employee relationship shall be deemed to be established between the CRA and the Consultant; the Consultant's agents, subcontractors, and employees shall be independent contractors at all times and shall not be considered employees of the CRA.

It shall be the responsibility of the Consultant to work with the CRA and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the CRA objectives as set forth as part of the Agreement.

The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and compliance with laws, regulations and rules of all Services provided by the Consultant. If the CRA, in its sole discretion, determines there are errors, omissions, or other deficiencies in the Services provided by the Consultant, the Consultant shall, without additional compensation, correct or revise said errors, deficiencies, or omissions to the satisfaction of the CRA.

THIS SECTION IS INTENTIONALLY BLANK.

IV. MINIMUM QUALIFICATION AND EXPERIENCE REQUIREMENTS

A. Minimum Qualification Requirements:

The Proposer shall have the following mandatory minimum qualifications and experience as of Proposal Submission Due Date and Time:

1. Proposer must hold all necessary, applicable professional licenses required by the County, City, and State of Florida all other regulatory agencies necessary to complete the services pursuant to this RFQ. Proposer shall obtain, at the Proposer's expense, any permits, certificates and licenses as may be required in the performance of services specified (including obtaining a City of Delray Beach Business Tax Receipt prior to the execution of an Agreement). All required licenses shall remain active and valid during the entire duration of the Agreement. The CRA requires Proposers to submit all applicable professional licenses to ensure proper licensure.
2. Proposer must be registered, and practicing and providing professional commercial real estate services in the State of Florida for the last five (5) years under its current business name; and
3. Proposer's Broker shall have a current and active Florida Real Estate Brokers License and be in compliance with Chapter 475 of the Florida Statutes during the entire duration of any contractual engagement with the CRA.
4. Any of the Proposer's Real Estate Broker Associates or Real Estate Associates who might work under the Proposer's Broker shall have a current and active license and be in compliance with Chapter 475 of the Florida Statutes during the entire duration of any contractual engagement with the County.

B. Minimum Experience Requirements

Additionally, Proposer must possess a minimum of five (5) years of proven professional commercial real estate marketing experience providing marketing services that target grocery, medical (e.g. doctors, clinics, etc.), pharmacy, and financial services sectors as described in Section III, Scope of Services. Proposers shall provide the below information on itself:

1. A minimum of three (3) previously completed or currently ongoing marketing campaigns (including personal, physical, digital efforts) similar in scope to the Scope of Services described in this RFQ within the last five (5) years; and
2. A minimum of three (3) actual clients' it has engaged with, services provided to the client, and results achieved for the client similar in scope to the Scope of Services described in this RFQ within the last five (5) years.

See Section V, Submittal Requirements, for further direction and any additional requirements.

Failure of a Proposer to include its abilities to provide the Scope of Services and meet the mandatory Minimum Qualification and Experience Requirements may be cause for determination that the Proposer's Proposal is non-responsive and/or not responsible.

Disqualification and/or rejection of such a Proposal will be at the sole and absolute discretion of the CRA.

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.**

THIS SECTION IS INTENTIONALLY BLANK.

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 RFQ requires the use and submission of specific CRA forms. The CRA forms shall not be expanded or altered. Failure to utilize the CRA's forms will result in the rejection of the Proposal as non-responsive at the sole and absolute discretion of the CRA.

The Proposer shall submit **one (1) original hard copy (original documents with wet signatures in blue ink) in a hard cover binder, and one (1) electronic, searchable .pdf file of the full Proposal on a USB drive.** Each Proposal shall contain a Table of Contents following the format outlined within this Section, with each item listed in the Table of Contents separately tabbed (original hard copy) and bookmarked (PDF copy). Double-sided printing is permitted, provided that the Proposal complies with the format and order set forth in this Section. Pages must be 8.5 x11 inches in size and font size should be no smaller than 12.

Proposals must be fully completed and manually and duly signed (original, wet signature, blue ink) by an authorized corporate officer, principal, partner, or agent (as applicable). Anyone signing the Proposal, must file legal evidence of signature authority with the Proposal.

PUBLIC DISCLOSURE: All documentation and submittals provided to the CRA may be considered public documents under applicable laws and may be subject to disclosure. Proposers recognize and agree that the CRA will not be responsible or liable in any way for any losses that the Proposer may suffer from the lawful disclosure of information or materials to third parties. Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the Proposal. Such designations will not necessarily be conclusive, and Proposers may be required to justify why such material should not, upon written request, be disclosed by the CRA under the applicable public records act. Submission of any confidential information may 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.

CRA reserves the right to contact references (those provided by the Proposer and those not provided by the Proposer), investigate, and 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 qualifications and experience. Further, at its sole and absolute discretion, the CRA may request and require that additional information be provided by a Proposer.

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

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

1. Table of Contents

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

2. Narrative

Proposer shall include a general introduction statement, thorough overview of the Proposer and its team members, overview/summary of the Proposer's and that of each team member's qualifications and experience who will be providing Services, and why the Proposer and its team members are qualified and experienced to provide the Scope of Services as required under this RFQ.

3. Proposer's Information and Qualifications

Proposer shall provide the following information:

- a. Proposer shall complete and submit the Proposal Acknowledgement Form and Proposer's Information Form provided in Section IX, Required Forms.
- b. Anyone signing Required Forms as an authorized agent must submit legal evidence of signature authority with the Proposal.
- c. Proposer must hold all necessary, applicable professional licenses required by the County, City, and State of Florida all other regulatory agencies necessary to complete the services pursuant to this RFQ. Proposer shall obtain, at the Proposer's expense, any permits, certificates and licenses as may be required in the performance of services specified (including obtaining a City of Delray Beach Business Tax Receipt prior to the execution of an Agreement). All required licenses shall remain active and valid during the entire duration of the Agreement. The CRA requires Proposers to submit all applicable professional licenses to ensure proper licensure.
 - a. Proposer must be registered, and practicing and providing professional commercial real estate services in the State of Florida for the last 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 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, or 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.**

- b. Proposer's Broker shall have a current and active Florida Real Estate Brokers License and be in compliance with Chapter 475 of the Florida Statutes during the entire duration of any contractual engagement with the CRA.

- c. Any of the Proposer's Real Estate Broker Associates or Real Estate Associates who might work under the Proposer's Broker shall have a current and active license and be in compliance with Chapter 475 of the Florida Statutes during the entire duration of any contractual engagement with the County.
- d. Identification of the Proposer's principals, partners, officers, directors, including names, addresses, emails, telephone and fax numbers.
- e. 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).
- f. Disclosure of any bankruptcies and legal actions involving the Proposer or any of the above or related parties and/or entities, including team members, during the past ten (10) years must be submitted with the Proposal (resolved and pending.) Information regarding any legal or administrative actions, past or pending, that might impact the capacity of the Proposer (or its principals or affiliates or team members) to complete the Project must be disclosed.
- g. Conflict of Interest
Disclose the name of any principal, partner, officer, director, employee, staff member, team member, agent, or personnel of the Proposer who is also an employee of the CRA. Disclose the name of any CRA employee who owns, directly or indirectly, any interest in the Proposer, or any of the Proposer's branches. If no conflicts of interests are present, Proposer must submit a statement to that affect. Conflicts of interest may be grounds for the CRA to deem the Proposal non-responsive.

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

- h. Insurance
Proposer must have the ability to obtain and maintain insurance throughout the term of an agreement. Proposer shall provide a letter from Proposer's insurance company or broker indicating that the Proposer is capable of obtaining and maintain professional liability insurance. 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. Further insurance requirements will be provided to the Successful Proposer.

4. Capabilities and Approach Statement

Proposer shall include a comprehensive explanation of its overall capabilities and approach to developing marketing methods and implementing a strategic marketing plan as it relates to this RFQ.

This should include an understanding of the Scope of Services; identification of issues commonly encountered, and methodology for resolution of those issues; and the process and approach to meeting the requirements given the required Scope of Services in this RFQ.

The Proposer should include any and all information they believe would be beneficial for the Evaluation Committee to consider when reviewing the Proposer's Proposal.

5. Experience of the Proposer

Proposer must possess a minimum of five (5) years of proven professional commercial real estate marketing experience providing marketing services that target grocery, medical (e.g. doctors, clinics, etc.), pharmacy, and financial services sectors as described in Section III, Scope of Services.

1. A minimum of three (3) previously completed or currently ongoing marketing campaigns (including personal, physical, digital efforts) similar in scope to the Scope of Services described in this RFQ within the last five (5) years; and
2. A minimum of three (3) actual clients' it has engaged with, services provided to the client, and results achieved for the client similar in scope to the Scope of Services described in this RFQ within the last five (5) years.

Submitted references shall include: client name, client contact information including: address, phone number, and email, description of services provided, the year the campaign was completed (or ongoing), total amount of fees paid or projected to be paid.

Failure to meet the stipulated five (5) year minimum experience requirement and submit proof of at least three (3) campaigns and at least three (3) clients shall result in a non-responsive determination for the Proposal.

Provide marketing materials, plans, brochures, pamphlets, mailers, or other documents to thoroughly describe the Proposer's Experience.

6. Team Organizational Chart

Proposal shall include an organizational chart of the Proposer's firm and team members that will be providing Services.

7. Additional Considerations

The Proposer should identify and provide any additional or unique resources, capabilities, or assets, not previously stated elsewhere in the Proposal, which the Proposer believes would be beneficial for the Evaluation Committee to consider when reviewing the Proposer's Proposal.

8. Additional RFQ 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 Agreement.

- a. Scrutinized Companies Certification Pursuant to Florida Statutes §287.135
- b. Notification of Public Entity Crimes Law
- c. Notification of Public Records Law
- d. Drug-Free Workplace
- e. Non-Collusion Affidavit
- f. Truth-In-Negotiation Certificate

- g. Sub-Consultants/Sub-Contractors Information Form
- h. E-Verify Affidavit

B. Proposal Submission Format and Order

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

C. Proposal Submission Due Date and Location

A complete Proposal for this RFQ shall be delivered (by hand or via mail) in accordance with the following:

Proposal Submission Due Date:	Thursday January 9, 2025 by 4:00PM EST
Proposal Submission Location:	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:

RFQ CRA NO. 2024-09
PROFESSIONAL COMMERCIAL REAL ESTATE MARKETING SERVICES

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

D. Additional Submittal Guidelines

Only one (1) Proposal from an individual, firm, partnership, company, or corporation will be considered in response to this RFQ. Sub-consultants/sub-contractors may be included in more than one Proposal submitted by more than one Proposer. An individual, firm, partnership, company, corporation, that submits a Proposal shall not be a sub-consultant/sub-contractor on another Proposal submitted under this RFQ.

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

E. Changes/Modifications/Alterations to Submitted Proposals

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal or withdraw a Proposal at any time prior to the Proposal Submission Due Date. All modifications or withdrawals shall be made in writing, to Christine Tibbs, Assistant Director, via email at tibbsc@mydelraybeach.com. **Oral/Verbal modifications are prohibited, and they will be disregarded. Written modifications will not be accepted after the Proposal Submission Due Date. The CRA will only consider the latest version of the Proposal.**

VI. EVALUATION AND SELECTION

A. Evaluation and Selection Procedures

Sealed proposals may be submitted to the **CRA Office, 20 N Swinton Avenue, Delray Beach, Florida, 33444** until **4:00PM EST on Thursday, January 9, 2025**. CRA Staff will open the timely received Proposals immediately after the Proposal Submission Due Date and Time and review them for responsiveness and compliance with submission requirements, including verification that each Proposal includes all information, documentation, and forms required. CRA Staff is responsible for the review of all Proposals for responsiveness before distributing them to the Evaluation Committee. However, responsiveness determinations may be made at any time prior to contract award.

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 RFQ, 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 RFQ and criteria listed below. The Evaluation Committee will determine whether a Proposer is responsible, has the capacity to fully perform the Scope of Services as stated in this RFQ, 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 RFQ. A responsive Proposal is one that follows the requirements of this RFQ 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 RFQ; 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 RFQ.

The Evaluation Committee may shortlist Proposers deemed the most highly qualified to perform the required Scope of Services and ask those Proposers to hold brief oral presentations at a later date. If oral presentations are conducted, the evaluation will be on the knowledge demonstrated by the Proposer and its team members, as well as the team's ideas and vision for services for the CRA.

Consideration will be given for qualified answers, comprehensive explanations of relevant experience, and understanding of the required services. Consideration will also be given for 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 RFQ.

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 RFQ onto a CRA Board meeting agenda.

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

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

The CRA reserves the right to negotiate such terms and conditions with the Successful Proposer(s) in each discipline as it is determined to be in the CRA's best interest, which is determined at the CRA's sole and absolute discretion. 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 ranked Proposer in each discipline. All Proposers should be familiar with the requirements of Florida Statutes Chapter 163.380 to which this solicitation is subject.

Any and all decisions by the CRA to modify the schedule described herein, to request additional information from Proposers, to reject insufficient or unclear Proposals, to formulate an objective point system for review, to form the Evaluation Committee, to calculate the scores of the Proposals, to negotiate an agreement, to abandon negotiations, to approve an agreement, etc., shall be at the CRA's sole and absolute discretion. The CRA reserves its right to cancel this RFQ at any time, and/or reject all submitted Proposals at any time, and/or re-issue the RFQ. 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 the Evaluation Committee according to the following requirements and respective weight:

REQUIREMENTS	POINTS
Experience of the Proposer: Previous Campaigns	30 Points
Experience of the Proposer: Previous Client and Results	30 Points
Capabilities and Approach Statement	30 Points
Qualifications	10 Points
	100 Total Points

C. Agreement

Any agreement resulting from this RFQ 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 INTENTIONALLY BLANK.

VII. GENERAL TERMS AND CONDITIONS

A. Addenda, Changes, Interpretations

Any interpretations, corrections, clarifications, or changes to this RFQ will be made by addenda. Sole issuing authority shall be vested in the CRA. Addenda will be posted and available through the CRA notification methods stated within this RFQ. All addenda are a part of the RFQ 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.

B. Inspection of Site

Any interested party may visit the Properties at any time to become familiar with any conditions.

Proposers should carefully examine the Properties and the CRA District (<https://delraycra.org/property-map/>) before submission of a Proposal and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all services required pursuant to the mandates and requirements of this RFQ. 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 extra compensation or for an extension of time.

C. Compliance with Legal Requirements

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

D. Cone of Silence/No Lobbying

As to any matter relating to this RFQ, any Proposer, team member, 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 RFQ. 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 RFQ 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 RFQ or the Project may cause the firm involved to be disqualified from submitting a Proposal under this RFQ. Any verified allegation that a responding Proposer or Team Member 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 RFQ or

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

E. Questions

Questions and inquiries concerning this RFQ and the specifications contained herein, or the solicitation process shall be submitted in writing via email to Christine Tibbs, Assistant Director, at tibbsc@mydelraybeach.com no later than Friday, December 20, 2024, 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 RFQ or addendum (if any) should also be reported in writing. If applicable, the CRA will issue a written addendum to the RFQ 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. Proposers should not rely on any representations, statements, or explanations other than those made in this RFQ and in any written addendum to this RFQ. 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 RFQ 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.periscopeholdings.com/s2g, and via email at tibbsc@mydelraybeach.com. It is the Proposer's sole responsibility to ensure its review and receipt of all addenda.

F. Agreement Terms and Conditions

Proposers should note that certain provisions contained within a potential agreement with the CRA are non-negotiable. These include, without limitation, 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 or due to lack of funding by the CRA.

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

Once the CRA Board selects the Proposals and awards the RFQ, the CRA shall negotiate the Agreement with the Successful Proposers. The negotiated Agreement shall then be presented to the CRA Board for consideration.

G. Award of Agreement

An agreement may be awarded to the Successful Proposer for the 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.

H. 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.

I. Substitution of Personnel

It is the intention of the CRA that the Successful Proposer's personnel proposed for the Agreement will be available for the term of the Agreement. In the event the Successful Proposer wishes to substitute personnel, Successful Proposer shall propose personnel of equal or higher qualifications and all replacement personnel are subject to CRA approval. In the event substitute personnel 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.

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

For purposes of this RFQ, 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 Services required under this RFQ. 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 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 RFQ. Proposers shall include in their Proposal the requested Sub-Consultant information.

K. Insurance

The CRA reserves the right to ensure and require that the insurance coverages provided by the Successful are proper and that the insurers are licensed or otherwise qualified to do business in the State of Florida. If at any time during the term of the agreement, the CRA should determine that it is in its best interests to insist on an alternative insurance provider, it may do so and the Successful Proposer agrees to comply with the CRA's decision. The CRA also reserves the right to review, modify, or amend any required coverages, limits, and endorsements during the life of a contract and any extensions thereof. The CRA further reserves the right, but not the obligation, to review and reject any insurer providing coverage on the individuals', firms', partnerships', companies', or corporations' behalf because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

L. Responsible Proposer Determination

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

M. 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/Consultant 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/Consultant thirty (30) days written notice.

N. 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 supplier at the CRA's sole option.

O. Protest

A Proposer that has submitted a response to this RFQ 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, 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 negotiate an agreement, to abandon negotiations, and to approve a 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 Periscope Holdings, www.periscopeholdings.com/s2g. 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 of five thousand dollars (\$5,000). 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.

VIII. DISCLOSURE AND DISCLAIMERS

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

In its sole and absolute discretion, the CRA may withdraw this RFQ either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals which deviate from this RFQ. In its sole discretion, the CRA may determine the qualifications and acceptability of any Proposer submitting Proposals in response to this RFQ.

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

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of the 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 RFQ. Any reliance on the contents of this RFQ, 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 RFQ 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 RFQ, or the evaluation and selection, and award processes 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 RFQ. All costs incurred by a Proposer in preparing and responding to this RFQ are the sole responsibility of the Proposer. Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any Proposal submitted pursuant to this RFQ is at the sole risk and responsibility of the Proposer by submitting such a Proposal.

This RFQ is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFQ 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 RFQ, the provisions of this Disclosure and Disclaimers shall govern.

The CRA reserves the right to select the Proposal(s) which, in the opinion and sole discretion of the CRA, will be in the best interest and/or most advantageous to the CRA. The CRA reserves the right to waive any irregularities and technicalities and may, at its discretion, request re-submittal of Proposals. All expenses in preparing the Proposal and any re-submittals shall be borne by the Proposer.

The CRA and the Proposer will be bound only if and when a Proposal, as it may be modified, is approved and accepted by the CRA, and the applicable agreements pertaining thereto are approved,

executed and delivered by the Successful Proposer to the CRA, and then only pursuant to the terms of the agreements executed by the Proposer and the CRA. All or any responses to this RFQ may be accepted or rejected by the CRA for any reason, or for no reason, without any resultant liability to the CRA.

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

THIS SECTION IS INTENTIONALLY BLANK.

IX. REQUIRED FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the Proposer and must be submitted with the Proposal. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services stated within this RFQ 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
- E-Verify Affidavit
- Truth-In-Negotiation Certificate
- Sub-Contractor/Sub-Consultant Information Form

PROPOSAL ACKNOWLEDGEMENT FORM

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

A. RFQ 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 RFQ).
- C. The undersigned certifies that any and all information contained in response to this RFQ 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.

RFQ CRA NO. 2024-09: PROFESSIONAL COMMERCIAL REAL ESTATE MARKETING SERVICES

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 the RFQ 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): _____

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

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

LEGAL STRUCTURE: _____

STATE OF INCORPORATION OR ORGANIZATION: _____

DATE OF INCORPORATION OR ORGANIZATION: _____

DATE AUTHORIZED TO DO BUSINESS IN FLORIDA: _____

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

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

Proposer's Name: _____

Authorized Agent Name and Title (Print): _____

(Signature of Authorized Agent)

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

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

Acknowledged by:

Proposer Name

Authorized Agent Signature

Authorized Agent Name and Title (Print or Type)

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 ("DBCRA") shall provide notice, in writing, to the Proposer of the DBCRA'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 Consultant does not demonstrate that the DBCRA's determination of false certification was made in error then the DBCRA 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 DBCRA 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 List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of 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 NAME

TITLE

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

NOTIFICATION OF PUBLIC ENTITY 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

Name and Title (Print or Type)

Date

PUBLIC RECORDS LAW

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

Pursuant to Chapter 119, *Florida Statutes*, Consultant shall comply with the public records law by keeping and maintaining public records required by the Delray Beach Community Redevelopment Agency ("CRA") in order to perform the service. Upon request from the CRA custodian of public records, contract shall provide the CRA 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. Consultant 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 Consultant does not transfer the records to the CRA, Consultant upon completion of the contract, shall transfer, at no cost, to the CRA all public records in possession of the Consultant or keep and maintain public records required by the CRA in order to perform the service. If the Consultant transfers all public records to the CRA upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA custodian of public records, in a format that is compatible with the information technology systems of the CRA.

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

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

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

Acknowledged by:

Proposer Name

Authorized Agent Signature

Name and Title (Print or Type)

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:

RFQ 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, company, partnership, corporation, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such 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, company, partnership, corporation, 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 or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Authorized Agent Signature

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

SEAL

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

TRUTH – IN – NEGOTIATION CERTIFICATE

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

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

Authorized Agent Name: _____

Authorized Agent Title: _____

Date: _____

Authorized Agent Signature: _____

SUB-CONTRACTOR/SUB-CONSULTANT INFORMATION FORM

Instructions

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

CRA RFQ No. and Title: _____

Proposer: _____

Name of Sub-Consultant /Sub-Contractor	Address of Office Providing Services	Services to be Provided	License Numbers	Team Members from Sub-Consultant /Sub-Contractor

**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.

Company 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

X. EXHIBITS

A. CRA-Owned Vacant Land Properties Map

EXHIBIT A

CRA Property Map: <https://delraycra.org/property-map/>

CRA-Owned Vacant Land Properties West Atlantic Avenue:





DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

ADDENDUM NO. 1 TO REQUEST FOR QUALIFICATIONS CRA NO. 2024-09 PROFESSIONAL COMMERCIAL REAL ESTATE MARKETING SERVICES

JANUARY 3, 2025

TO ALL PROPOSERS AND OTHERS CONCERNED

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published a RFQ dated November 25, 2024, with respect to its intent to receive and consider Proposals from interested firms that have the specific qualifications and ability to provide Professional Commercial Real Estate Marketing Services (Services) for CRA-owned vacant land properties along West Atlantic Avenue that strategically targets potential tenants and/or commercial developers in the grocery, medical (e.g. doctors, clinics, etc.), pharmacy, and financial services sectors in accordance with the terms, conditions, and specifications contained in this RFQ.

The intent of this Addendum is to address questions and/or errors, and to clarify other aspects of the RFQ. Proposers submitting Proposals for the above-referenced RFP shall take note of the following changes, additions, deletions clarifications, etc., which shall become a part of and have precedence over anything shown or described otherwise.

MODIFICATIONS, REVISIONS, & CLARIFICATIONS:

REVISED BROADCAST AND NOTIFICATION SOURCES

All documents related to this RFQ, including any addenda, can be obtained from: (a) bidnet direct: www.bidnetdirect.com ; (b) the CRA's website: www.delraycra.org; or request via email: tibbsc@mydelraybeach.com.

Reference to any other solicitation/procurement information sources other than those named above are cautioned that the RFQ package may be incomplete.

REVISED PROPOSAL SUBMITTAL DUE DATE AND TIME

Wherever applicable throughout the RFQ document, Proposers are hereby advised that the Proposal Submission Due Date and Time has been extended to Thursday, January 16, 2025, at 4:00PM EST. The location of delivery for the Proposals has not changed.

QUESTIONS:

1. **Is it correct that Proposers' pricing is not being requested with our submission at this time?**

Yes. Pricing is not required as part of the submitted Proposal and will be negotiated with the Successful Proposer.

2. **The RFQ indicates that grocery, medical (e.g. doctors, clinics, etc.), pharmacy, and financial services are desired end users at the properties. Will the CRA accept offers from buyers who are different from those use types? If the market does not support the use types you desire, will you still sell the properties? Note that you may receive offers from developers or investors who would then lease the properties to tenants available in the market, regardless of use type (though adherence to zoning laws and codes would be required).**

At this time, the RFQ is specifically seeking Professional Commercial Real Estate Marketing Services to assist with providing information, targeted to specific sectors, about the types of businesses desired to be developed along the the West Atlantic Avenue corridor.

The CRA is specifically seeking Proposals from interested real estate firms that have the specific qualifications and ability to provide Professional Commercial Real Estate Marketing Services and experience developing and implementing strategic marketing methods and plans that target potential tenants and/or commercial developers in the grocery, medical (e.g. doctors, clinics, etc.), pharmacy, and financial sectors for CRA-owned vacant land properties along West Atlantic Avenue.

3. **Can you confirm that the properties contemplated for sale in the RFQ are those vacant parcels marked in purple on the maps provided in the RFQ?**

At this time, **no** CRA-owned vacant properties along West Atlantic Avenue are for sale. The RFQ is specifically seeking Professional Commercial Real Estate Marketing Services.

The CRA-owned vacant properties in purple (as shown below) are the properties in need of Professional Commercial Real Estate Marketing Services.



4. **Is the CRA seeking to ground lease the properties or sell the properties, or either, depending on market interest?**

At this time, disposal of CRA-owned property via lease or sale has not been determined.

5. **We understand that you are seeking services related to the marketing of the properties and corresponding research and valuation and consulting services and presentations; is it correct that you would also want your provider to support you in offer evaluation, buyer negotiations, due diligence coordination, offer execution, ie the full suite of “customary” real estate services when representing a property seller?**

Any additional services may be discussed during negotiations with the Successful Proposer.