DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
REQUEST FOR QUALIFICATIONS FOR THE
ARTS WAREHOUSE OPERATIONS AND MANAGEMENT SERVICES
CRA PROJECT NO: CRA 2016-03

RELEASE DATE:  Sunday, May 1, 2016
SUBMISSION DEADLINE: Wednesday, June 15, 2016 at 2:00 P.M.
# TABLE OF CONTENTS

**A. Introduction**  
**B. General Property History and Description**  
**C. Description of Concept for Use of the Warehouse Building**  
**D. Scope of Work**  
   1. Pre-Submittal meeting  
   2. Registration and Addenda  
   3. Submittal Requirements  
   4. No Lobbying/Contact Permitted  
   5. Questions  
   6. Local Business Preference  
   7. Submission Deadline and Location  
   8. Selection Criteria/Evaluation  
   9. Preliminary Schedule  
**E. Supporting Documentation and Reference Materials**  
**F. Insurance**  
**G. Disclosure and Disclaimer**  

Exhibit A – Submission Checklist  
Exhibit B – Acknowledgement Letter  
Exhibit C – Respondent Information  
Exhibit D – Forms 1-3  
   Form 1 – Public Entity Crimes  
   Form 2 – Conflict of Interest Disclosure Form  
   Form 3 – Acknowledgement of Addenda  
Exhibit E – Delray Beach CRA Insurance Requirements  

PAGE  
3  
3  
4  
6  
7  
7  
7  
8  
8  
8  
9  
9  
10  
10  
10  
12  
13  
14  
16  
17  
18  
19
A. INTRODUCTION

The Delray Beach Community Redevelopment Agency (CRA) invites interested qualified firms and non-profit art & culture organizations to submit letters and associated documentation stipulating their interest and qualifications for the planning, operations and management of the CRA’s Arts Warehouse (hereinafter referred to as the “Warehouse”). The Warehouse is located at 313 NE 3rd Street, Delray Beach, Florida in the Artist’s Alley section of the Pineapple Grove Arts District.

Interested firms and organizations are invited to submit a complete response for consideration. The response must clearly address all items requested. The CRA intends to negotiate an agreement for this project upon the selection of the organization that best satisfies the evaluation criteria and is in the best interest of the CRA.

Sealed responses are to be submitted to the Delray Beach CRA at 20 N. Swinton Avenue, Delray Beach, FL 33444 no later than June 15, 2016 at 2:00 PM. Proposals received after the deadline will not be considered.

NOTE: The Warehouse building will require substantial renovations before it can be used as an arts center/business incubator as proposed in this RFQ. It is the CRA’s desire to have the selected operator engaged prior to the completion of the construction of the facility. Due to the CRA bidding requirements, contract negotiations and other steps necessary to renovate the building, the projected timeframe that the Arts Warehouse will be fully operational is late 2017.

B. GENERAL PROPERTY HISTORY AND DESCRIPTION

The Property is bounded by NE 3rd Street to the south, the FEC Railway to the east, and Artists Alley to the west, and is approximately 500’ south of NE 4th Street. The Property supports a previously developed 15,007 square foot warehouse building on a 0.45 acre lot (see Exhibit B). Located in the vibrant Pineapple Grove Arts District (PGAD) Overlay, the property has Central Business District – Railroad Corridor (CBD-RC) zoning and a Commercial Core (CC) Future Land Use designation.

The Property received Site Plan certification from the City of Delray Beach Planning and Zoning Department on September 25, 2015 for an arts incubator (see Exhibit C). Complete construction documents for this 18,000 square foot arts incubator have been submitted to the Building Department for review with permit issuance anticipated in the near future subject to payment of fees and selection of a qualified general contractor by the CRA.

As early as December 1, 2009, City Commission adopted an amendment to the CRA Plan through City Ordinance 59-09 (http://weblink.mydelraybeach.com/LFExternal/0/doc/115566/Page1.aspx). The amendment included several new projects and initiatives, including Part Four, II.B.3.13, Arts Based Economic Development. This section outlined the CRA’s commitment to “provide staff support and resources to assist the Creative City Collaborative (CCC) and other art and culture organizations in directing and implementing the City’s cultural plan” and to “develop strategies and programming to protect existing arts spaces and create long-term affordable space” at location such as “the City-owned Old School Square garage, or other buildings that are purchased or leased by the City, CRA, or nonprofit organizations for the purpose of providing affordable arts-related venues.” The overall goal of these initiatives is to establish Delray Beach as an artist-friendly city and as a desirable location for galleries, studios, and artists’ residences.
On February 3, 2010, the CRA purchased the Property for $1 Million Dollars. One of the objectives of this purchase was to “create long term affordable space” for arts related uses, as outlined by the CRA Plan. In addition, arts and cultural programming in the development of the Property into an “Arts Warehouse” would have the potential of fulfilling the objectives of the City’s Cultural Plan, creating a place where “artists of all kinds: would engage in “unique, hands-on-learning, presentations, exhibitions, and discussions in a broad range of disciplines.”

In 2010, the CRA completed the construction of a new parking lot on NE 3rd Avenue to supplement parking for area businesses and also acquired a blighted parking lot at 362 NE 3rd Avenue. The improvements to the parking lot at 362 NE 3rd Avenue have been completed construction of proposed streetscape improvements along NE 3rd Street and NE 3rd Avenue is anticipated in late 2017. These improvements are designed to provide safe, well-lighted pedestrian connections to the public parking areas and to area businesses, including the Arts Warehouse.

On July 14, 2011 following an RFQ selection process, the CRA Board approved an agreement with Arts Consulting Group, Inc. (ACG) to conduct a Feasibility Study for the CRA Warehouse. ACG’s scope of services called for the completion of the study in three phases. Phase 1 included the Needs Assessment and Facility Feasibility, Phase 2 included estimates of Capital Costs and Operating Expenses, and Phase 3 was originally to include a Funding and Fundraising Feasibility Assessment. The Warehouse was originally intended to accommodate the programs and activities taking place at the Arts Garage when it relocated, but the Arts Garage is in the process of negotiating a long term lease agreement for its present location and is anticipated to remain there. Over the course of the ACG study and following several modifications to the concept plan for the building, Phase 3 was amended to include a Facility and Business Operating Plan.

On October 24, 2013 the CRA Board accepted and endorsed the final component of the ACG study, the Phase 3 Facility and Business Operating Plan (see Exhibit E). In addition, the board’s consensus was to implement the concept plan for the build out of the space as prepared by local architects Currie Sowards Aguila. The Plan is to create a Visual Arts and Business Incubator Facility, which includes co-working (shared) workspace/maker space. The estimated cost of the full build out is $2.8 million (including $300,000 for furnishings and equipment). The CRA has budgeted $1.3 Million Dollars in FY15-16 toward the renovation in FY2015-16 and will be budgeting an additional $1.5 Million in FY2016-17 for the project ($2.5 Million for construction and $300,000 for equipment and furniture). Artist studios and galleries have established in the surrounding area. The Arts Warehouse is envisioned to become an anchor for this area.

On February 11, 2016, the CRA Board voted unanimously to close the RLOI process and not select either of the two respondents (see Exhibit B). Additionally, the Board voted to authorize staff to proceed with the improvements to the Arts Warehouse and bring back a Request for Bids (RFB) to renovate the building and a Request for Qualifications (RFQ) for an entity to operate and manage the proposed Arts Warehouse for Board review and approval with funding for the project to occur over two (2) fiscal years. The Request for Bids (RFB) for the renovation of the building will be considered by the CRA Board at its April 28, CRA Board meeting.

C. DESCRIPTION OF CONCEPT FOR USE OF THE WAREHOUSE BUILDING

ACG concluded that the Arts Warehouse site in Delray Beach is well-located in the middle of a vibrant market for arts and culture, and is positioned to take advantage of its proximity to significant visitor traffic in downtown Delray. As described in the ACG report: The Arts Warehouse should meet the needs of local artists for studio, exhibition, and retail space. The Arts Warehouse should help address the need for local visual artists to have access to affordable work space, have a venue in which to work, and provide artists (who choose to) the opportunity by the public to view them at work, with the goal to educate the public about their art and possibly lead them to purchase of their work. Established local artists would be able to rent studio space, perhaps for a limited time period. Depending on demonstrated need, some artists could
receive stipends or rent subsidies. The Arts Warehouse should also welcome nationally and internationally recognized artists. The goal would be the interaction of artists of different media and different levels of recognition amongst themselves as well as with the public. The Arts Warehouse should be a space for producing new works of art that can be exported from Delray Beach.

The public input process undertaken by ACG resulted in the following conclusions:

- The consensus among arts and civic community interviewees is the need for an arts incubator space where leading-edge visual artists can create and exhibit new, possibly challenging, work.
- The vibrant artist community of Delray Beach is underserved due to a lack of availability and affordability of artist studio space.
- Those in the visual arts see the need for affordable artist studio space and for limited exhibition and retail gallery space, as well as space to interact with and educate the public about various visual arts forms.
- The first priority of the Arts Warehouse is artist studios; however, there is substantial interest in creating co-working (shared) workspace for makers that encompasses development of concepts through creation. These initiatives can expand beyond traditional arts such as pottery, sculpture, painting, and wood/metal working, to include culinary arts, textiles, and technology as it impacts the creation of art, including 3-D printing, robotics, and technologies yet to be developed. There is general support for the Arts Warehouse to encompass a Business Incubator. A working prototype might including providing space, tools and a community of artists and business mentors to a broad community including novice artists to hobbyists to entrepreneurs – a place where everyone is welcome – to bring ideas to fruition or developing a career.
- Rental of work space, sale of artwork, leasing space for events, and memberships in programs and use of facilities were seen as potential sources of revenue for the operation of the Arts Warehouse.

Based on the ACG study, the concept plan that was endorsed by the CRA at its meeting of October 24, 2013 calls for the warehouse to be converted to a center that is primarily dedicated to the creation and promotion of the visual arts, but also provides space to incubate creative businesses that are complimentary to the arts. The proposed mix of uses is as follows and is further described in the paragraphs below.

1. Studio space for rent by local and visiting artists
2. Gallery space for temporary art exhibitions, installations and events
3. Classroom and workshop space
4. Catering kitchen (approx. 250 sq. ft.)
5. Administrative office space
6. Space for rent to businesses that will collaborate with and/or provide support services to artists. This could be provided in the form of built-out office space (minimum 500 sq. ft.) or rough-finished areas for businesses that are involved in the physical creation of a product (minimum 1,300 sq. ft. “maker space”)

1. **Studio Space**
   A number of artist studios can be accommodated in the northern half of the warehouse by building a partial second story. This would allow for two levels of studios that can be provided in smaller (110-130 sq. ft.) and larger (up to 600 sq. ft.) spaces. Some studios could allow for artists to be observed while creating their works, and others would be more private. Studios would be offered to local artists for varying lease terms as needed (i.e. 3, 6, and 12 month terms). Artists would submit applications that would be reviewed and approved by a jury/committee and Arts Warehouse staff. From time to time, the Arts Warehouse could invite a Resident Artist to utilize one of the larger studios for an extended period of time. The Resident Artist would work on site and present exhibitions, teach master classes, give public talks, etc.

2. **Gallery/Exhibition Space**
   Spaces designated on the concept plan as “gallery” and “multipurpose” could be used for exhibitions, events, workshops, lectures and could possibly be designed to accommodate
occasional small scale theater, music or dance performances (50-100 people). Artists could also display their work in their studios, along the walls outside the studios, and in the Arts Warehouse lobby.

3. **Classroom/Workshop Space**
The ACG study notes that the Arts Garage should be active all day long, in daytime and evenings as well as on weekends. In addition to the gallery/exhibit space and spaces rented by artists and entrepreneurs the facility could offer art instruction, photography classes, figure drawing sessions, lectures, music, dance, and more. The goal is to attract foot traffic that makes the Arts Warehouse a community arts center for people of all ages and backgrounds – to “break down barriers”. The use of classroom space can be done in collaboration with the Arts Garage and the Delray Beach Center for the Arts to avoid duplication and ensure a wide variety of offerings.

4. **Catering/Food Preparation**
Approximately 250 sq. ft. of food preparation area with counters, refrigerator, sink and microwave will be needed for special events that involve food service.

5. **Administrative Offices**
Office space for a director/manager and 2-3 additional staff persons should be sufficient for the operation as proposed.

6. **Business Incubator/”Maker Space” for Rent**
In addition to artist studios, providing flexible “maker space” and business incubation space could make the Arts Warehouse a unique facility. There has been a great deal of discussion in Delray Beach regarding the need to support new creative businesses – the warehouse would provide the type of environment needed for entrepreneurs to thrive. This space would provide equipment and make training available for hands on projects such as woodworking, sewing & fiber arts, robotics, jewelry, computer-aided design, screen printing, 3-D printing, etc.

**D. SCOPE OF WORK**

The CRA is seeking a private company or nonprofit arts & cultural organization to facilitate the conversion of the warehouse to an arts center/business incubator, and to manage and operate the facility under a management/operations agreement.

Respondents must be fully committed to the overall concept as described above under the heading “Description of Concept.” The facility build out is defined in the construction drawings contained in the Bid Set prepared by Currie Sowards Aguila Architects (CSA).

The following scope of work provides the basic framework for what the CRA believes to be the minimum steps necessary to implement the project. Proposers must address these steps in their responses to the RFQ but may also include additional activities to execute their concept for the Arts Warehouse development and operations.

1. Work with CRA staff and the selected Warehouse architect to further define and describe the program for operations and management of the Arts Warehouse, as depicted in the CSA construction drawings contained in the Bid Set.
2. Help to identify and participate in seeking sources of funding for facility future maintenance and programming including but not limited to CRA funds, other agency or foundation grants, private donations and other sources.
3. Implement program for operations and management of the facility based on the activities and uses described in this RFQ and within the ACG Phase 3 Report including but not limited to: leasing of artists’ studios, “maker space” and business incubation space, the establishment and implementation of a screening and selection process; programming of exhibits and special events; establishing workshops,
classes and a visiting artists’ program, handling administrative aspects of operation (i.e. human resources, budgeting and financial activities, record keeping, communications and marketing, liability insurance and workmen’s comp, contracts and legal, etc.), coordinate/collaborate with other arts & cultural facilities in Delray Beach and Palm Beach County (describe anticipated hours of operation; projected numbers of core users, staff, and visitors).

4. Implement a facility maintenance plan; establish proposed rules and regulations, security and safety requirements; programming and special events.

5. Provide a plan for volunteer recruitment and oversight.

6. Prepare and implement a funding plan for short term and long term operations, identify sources of operating funds including but not limited to space rentals, memberships, event fees, public funding, foundation grants, private individual and corporate sponsorships, etc. –develop and implement a fundraising plan/campaign. Prepare 3 year preliminary budget. Identify operating subsidy, if any, that the organization will be seeking from the CRA.

7. Create and implement an outreach/marketing program to keep the public and potential facility users informed of all facets of the facility’s construction progress and ongoing operations and events.

8. Identify any additional or unique resources, options, capabilities or assets which the respondent would bring to this project.

E. RFQ PROCESS

1. Pre-Submittal Meeting

   A Pre-Submittal meeting will be held on Friday, May 13, 2016 at 1:00 p.m. at the Arts Warehouse building, 313 NE 3rd Street, Delray Beach, FL 33444. There will be an opportunity for an interior inspection of the building after the Pre-Submittal Meeting. Attendance is on a voluntary basis, however, PLEASE NOTE that this meeting will provide the only opportunity for applicants to directly address CRA staff regarding this Request for Qualifications.

2. Registration and Addenda

   All interested parties must register their name, address, telephone number and e-mail address at the CRA office in order to receive any changes, additions, addendums or other notices concerning the Request for Qualifications. A registration form will be supplied at the voluntary pre-submittal meeting.

3. Submittal Requirements

   Responses to this Request for Qualifications must include one (1) original (unbound) and ten (10) copies of the response which addresses the requirements below, along with an electronic version (PDF) of the full response. The response shall, at a minimum include the following components and in the following order:
   a. Letter of transmittal—Provide a general cover letter signed by the Respondent identifying the organization seeking to manage and operate the Arts Warehouse facility. Include the organization name, address, telephone and fax numbers, email address and a statement specifying who in the organization will serve as the primary contact.
   b. Firm/Organization Information – A summary of the firm/organization’s make up, including descriptions of any proposed partnerships. Include firm/organizational structure, board make-up and staff positions. Identify key members of the firm/organization who would be providing the management and programming services for the Warehouse. If this assignment is to be performed by joint venture participation, include the percentage breakdown of each participant’s specific area of responsibility.
   c. Summary of Qualifications – Describe the Respondent's experience at operating similar art & culture venues. Include description of demonstrated knowledge, qualifications and experience of firm/organization members who would be directly involved in the project.
d. Approach to Providing Scope of Services – Provide information on how the Respondent intends to address elements 1 – 8 in Section D. (Scope of Work)

e. Preliminary Operating Pro Forma that addresses operating income and expenses for a period of time (minimum 5 years) after completion to demonstrate financial feasibility, which should include projections of revenues through rental of studio and business incubator space, events, grants, fundraising, etc., estimates of facility operating expenses, gross income and net operating income.

f. Felony Indictments/Convictions--provide a statement relative to whether any of the key members of the organization have ever been indicted for, or convicted of, a felony.

g. Litigation History--List any litigation matter involving the Respondent in the past five (5) years.

h. Professional References – A minimum of 3 professional references from within the last 2 years is required.

i. Other – Include any additional or unique resources, capabilities or assets the organization would bring to the project.

j. Submission Checklist (Exhibit A)

k. Acknowledgement Letter – Provide Acknowledgement Letter as worded in Exhibit B stating the proposer’s understanding of, and agreement with, the terms and conditions of this RFQ (Exhibit B).

l. Respondent Information (Exhibit C).

m. Required Forms 1-3 (Exhibit D)

4. No Lobbying/Contact Permitted

As to any matter relating to this RFQ, any Respondent, team member, or anyone representing a Respondent 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 team’s representatives shall include, but not be limited to, the Respondent’s employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Respondent and the Respondent’s team. There will be an opportunity for inquiries to be made of CRA staff during the scheduled Pre-Submission meeting. All inquiries must be in writing in accordance with Section E.5, Questions. Any violation of this condition may result in rejection and/or disqualification of the Respondent. This “No-Lobbying Provision” is in effect from the date of publication of the RFQ and shall terminate at the time the CRA selects a proposal, rejects all proposals, or otherwise takes action which ends the solicitation process.

5. Questions

Questions and inquiries concerning the RFQ shall be submitted in writing and directed to the CRA via email to shuttt@mydelraybeach.com, or Thuy Shutt, Assistant Director, 20 N. Swinton Avenue, Delray Beach, FL 33444 for receipt no later than June 3, 2016, 5:00 P.M. (EST). Oral explanations, information and instructions shall not be considered binding on the CRA. All prospective respondents 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 respondent.

6. Local Business Preference

All bid proposals must indicate whether or not the Organization is a Local Business via submittal of a Certification Statement pursuant to Section 36.14(F) of the City of Delray Beach Code of Ordinance. A Local Business is defined in Section 36.14(A) of the Delray Beach Code of Ordinances. (Ordinance No. 11-15, http://weblink.mydelraybeach.com/LFExternal/0/doc/167478/Page1.aspx)
7. Submission Deadline and Location

Sealed responses are to be submitted to the Delray Beach CRA at 20 N. Swinton Avenue Delray Beach Florida 33444 **no later than Wednesday June 15, 2016 at 2:00 PM (EST)**. Responses are to be placed in a sealed envelope, marked in the lower left-hand corner with the RFQ number **CRA PROJECT NO: CRA2016-03**, and title **“ARTS WAREHOUSE OPERATIONS & MANAGEMENT RFQ”**. Respondents are responsible for insuring that their submission is delivered and stamped by the Delray Beach CRA by the deadline indicated. Any response received after the specified deadline whether by mail or otherwise will not be considered and will be returned unopened.

8. Selection Criteria/Evaluation

CRA staff will open all responses that have been timely received and will review them for compliance with the requirements of the RFQ. Submittals may be considered non-responsive based on factors such as failure to include any information required by this RFQ, failure to conform to applicable laws, misstatement or concealment of any material facts, and similar circumstances.

The CRA will establish a Review Committee to review and rank all responsive, qualified proposals in accordance with the selection criteria listed herein and the redevelopment philosophy of the CRA.

A selection will be made by the CRA upon a careful evaluation of the proposals. The evaluation of proposals will be based primarily on the demonstrated capabilities of the Respondent and the Respondent’s ability to meet or exceed the threshold proposal requirements established for the project (as described in Section D -- Scope of Work), including but not limited to financial ability.

The CRA has identified evaluative criteria against which each proposal will be considered including:

a. Project approach including proposed plan for operating and programming the warehouse space (20 pts)

b. Proven record of past experience in managing similar facilities, including management capacity, marketing experience and other relevant factors (25 pts)

c. Specific experience and expertise in the visual arts (15 pts)

d. Specific experience and expertise in business incubation (15 pts)

e. Financial capacity to manage the facility including fundraising ability and anticipated extent of public investment (25 pts)

Up to three (3) of the top ranked Respondents may be invited to make a presentation at a scheduled and advertised CRA Board Meeting. At a CRA Regular Meeting, the CRA Board of Commissioners will then select a firm/organization with which the CRA will negotiate an agreement. The CRA reserves the right to negotiate such terms and conditions with the successful respondent as it deems in the public interest. In the event an agreement is not negotiated to the CRA’s satisfaction, the CRA may abandon such negotiation, and if it determines it appropriate, may then commence negotiations with another Respondent.

9. Preliminary Schedule

a. **RFQ Advertised**: May 1, 2016

b. **Pre-submittal meeting**: May 13, 2016, 1:00 p.m., at the Arts Warehouse building at 313 NE 3rd Street, Delray Beach, FL 33444. (Attendance is on a voluntary basis. **PLEASE NOTE** that this will be the only opportunity for applicants to directly address CRA staff regarding the RFQ.)

c. **Questions Deadline**: June 3, 2016 at 5:00 p.m.
d. **RFQ Response Deadline**: June 15, 2016 at 2:00 p.m., Delray Beach CRA located at 20 N. Swinton Avenue, Delray Beach, FL 33444

e. Review, ranking, and selection of top respondents by Selection Committee no later than July 15, 2016

f. **Presentations and Award of RFQ** by CRA Board of Commissioners no later than at the CRA Meeting of July 28, 2016

g. **Contract Execution** by the CRA Board of Commissioners no later than: CRA Meeting of August 25, 2016

*(Note: Dates above are subject to change—registered Respondents will be notified by e-mail of changes, if any.)*

F. **SUPPORTING DOCUMENTATION AND REFERENCE MATERIALS**

Several relevant documents and plans will be made available on the CRA’s website ([www.delraycra.org](http://www.delraycra.org)), including the following:

- City of Delray Beach Cultural Plan (2006 by Coletta & Company)
- Arts Consulting Group (ACG) Phase 3 Report presented to the CRA Board 10-24-13
- Currie Sowards Aguila (CSA) Construction Drawings (Bid Set)
- 90% Construction Documents for Street Improvements in Arts Warehouse area (NE 3rd St/NE 3rd Ave)

G. **INSURANCE**

The CRA reserves the right to ensure and require that the insurance coverages provided by the successful firms/teams are proper and that the insurers are licensed or otherwise qualified to do business in Florida. If at any time during the term of the contract, the CRA should determine that it is in its best interests to insist on an alternative insurance provider, it may do so and the firms agree 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 firms’ behalf because of the insurer’s poor financial condition or due to the insurer’s failure to operate legally in the State of Florida.

The CRA reserves the right to ensure and require that the insurance coverages provided by the successful firms/teams are proper and that the insurers are licensed or otherwise qualified to do business in Florida. If at any time during the term of the contract, the CRA should determine that it is in its best interests to insist on an alternative insurance provider, it may do so and the firms/teams agree 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 firms'/teams' behalf because of the insurer’s poor financial condition or due to the insurer’s failure to operate legally in the State of Florida.
H. DISCLOSURE AND DISCLAIMER

The CRA reserves the right to withdraw this RFQ either before or after receiving proposals, reject any or all responses submitted, accept proposals which deviate from the RFQ, and to disqualify any responses that do not contain the documentation requested in this RFQ. The CRA may, at its sole discretion, elect to waive requirements either for all responses or for a specific response which the CRA in its sole discretion deems non-material. All costs and expenses incurred by any firm/organization in preparing and responding to this RFQ are the sole responsibility of the Respondent. Any and all decisions by the CRA to modify the schedule described herein, request additional information, reject insufficient or unclear proposals, formulate an objective point system for review, rate and rank responses, negotiate agreements, abandon negotiations, approve agreements, etc., shall be at the CRA’s sole and absolute discretion.

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

The information contained herein is provided solely for the convenience of Respondents. It is the responsibility of a Respondent to assure itself that information contained herein is accurate and complete and to obtain and verify the accuracy of any other information necessary for purposes of the response. The CRA does not provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of the RFQ or on any communications with CRA representatives shall be at each Respondent’s own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the CRA without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Respondent 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. Any response submitted pursuant to this RFQ is at the sole risk and responsibility of the party submitting such response.

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 bid form and shall remain confidential to the extent permitted by the Public Record Law until the date and time selected for opening responses.

The CRA and the Respondent will be bound only if and when a proposal, as it may be modified, is approved and accepted by the CRA, and the applicable written agreements pertaining thereto, are approved, executed and delivered by the proposer and the CRA and then only pursuant to the terms of written agreements executed by the Respondent and the CRA.

NOTE:
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. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFQ, the provisions of this Disclosure and Disclaimer shall govern.
EXHIBIT A

Submission Checklist: Responses to this Request for Qualifications must include one (1) original (unbound) and ten (10) copies of the response which addresses the requirements below, along with an electronic version (PDF) of the full response. The response shall, at a minimum include the following components:

___Transmittal (cover) Letter--Provide a general cover letter signed by the Respondent identifying the organization seeking to manage and operate the Arts Warehouse facility. Include the organization name, address, telephone and fax numbers, email address and a statement specifying who in the organization will serve as the primary contact.

___Firm/Organization Information – A summary of the firm/organization's make up, including descriptions of any proposed partnerships. Include firm/organizational structure, board make-up and staff positions. Identify key members of the firm/organization who would be providing the management and programming services for the Warehouse. If this assignment is to be performed by joint venture participation, include the percentage breakdown of each participant's specific area of responsibility.

___Summary of Qualifications – Describe the Respondent’s experience at operating similar art & culture venues. Include description of demonstrated knowledge, qualifications and experience of firm/organization members who would be directly involved in the project.

___Approach to Providing Scope of Services – Provide information on how the Respondent intends to address elements 1 – 8 in Section D. (Scope of Work)

___Preliminary Operating Pro Forma that addresses operating income and expenses for a period of time (minimum 5 years) after completion to demonstrate financial feasibility, which should include projections of revenues through rental of studio and business incubator space, events, grants, fundraising, etc., estimates of facility operating expenses, gross income and net operating income.

___Felony Indictments/Convictions--provide a statement relative to whether any of the key members of the organization have ever been indicted for, or convicted of, a felony.

___Litigation History--List any litigation matter involving the Respondent in the past five (5) years.

___Professional References – A minimum of 3 professional references from within the last 2 years is required.

___Other – Include any additional or unique resources, capabilities or assets the organization would bring to the project.

___Submission Checklist (Exhibit A)

___Acknowledgement Letter – Provide Acknowledgement Letter as worded in Exhibit B stating the proposer’s understanding of, and agreement with, the terms and conditions of this RFQ (Exhibit B).

___Respondent Information (Exhibit C)

___Required Forms 1-3 (Exhibit D)

___Ten (10) copies of submittal PLUS one (1) unbound original and one (1) electronic (PDF) version of entire submittal
EXHIBIT B

Acknowledgement Letter

Respondents shall incorporate in their submittal package the following letter and disclosure and disclaimer attachment on the Respondent's letterhead.

RE: RFQ for Delray Beach CRA Arts Warehouse Operations & Management (CRA Project No. CRA2016-03)

To Whom It May Concern:

The undersigned has read the Delray Beach CRA Request for Qualifications for the operations and management of the Arts Warehouse. On behalf of our proposal team, we agree to and accept the terms, specific limitations, and conditions expressed therein.

We have read, rely upon, acknowledge, and accept the Disclosure and Disclaimer section which is fully incorporated by reference into this letter.

Sincerely,

(Name and Title)
(Organization)
(Proposer Name)
EXHIBIT C
RESPONDENT INFORMATION

THE DETAILED DATA REQUESTED HEREIN MUST BE SUBMITTED IN THIS FORMAT ONLY.
USE AS MANY PAGES AS NEEDED TO PROVIDE THE FOLLOWING REQUIRED INFORMATION:

1. SUBMITTING/PRIME FIRM NAME: ____________________________________________________________
   OFFICE LOCATION (Address): _________________________________________________________________
   CONTACT PERSON: __________________________________________________ TITLE: _____________________________
   CONTACT PERSON ______________________________________________________________ TITLE: _____________________________
   PHONE/FAX/EMAIL __________________________________________________________

2. TYPE OF FIRM: _______ INDIVIDUAL: _______ OTHER: _______
   CORPORATION:

3. IF CORPORATION, COMPLETE THE FOLLOWING:
   A. Date Incorporated: ________________________________________________________________
   B. State Incorporated: ________________________________________________________________
   C. Date Authorized in Florida: _______________________________________________________
   D. President: _______________________________________________________________________
   E. Vice President: _________________________________________________________________

   IF PARTNERSHIP, COMPLETE THE FOLLOWING:
   A. Date organized: ________________________________________________________________
   B. Type: General: __________________ Limited: __________________
   C. Name of Partners: ________________________________________________________________

4. SECRETARY OF STATE’S DOCUMENT #: (Attach Copy) _________________

5. FL STATE BOARD OF PROFESSIONAL REGISTRATION OR CERTIFICATION # _______________
   (EXPIRATION DATE: ________________ Attach Copy)

6. FEDERAL EMPLOYEERS IDENTIFICATION NUMBER: ________________________________

7. ABILITY TO MEET INSURANCE REQUIREMENTS? (Exhibit E) YES ______ NO ______
   FL PROFESSIONAL LIABILITY INSURANCE? YES ______ NO ______
   IF YES, ANSWER THE FOLLOWING:
   A. Policy Number: _________________________________________________________________
   B. Company Name: _________________________________________________________________
   C. Amount: _________________________________________________________________________
   D. Florida Company Code __________________________________________________________

8. REQUIRED LEGAL INFO (Section E.3.f)
   Legal history included? YES ______ NO ______
   Statement of no legal history included? YES ______ NO ______

9. PALM BEACH COUNTY CERTIFIED SBE OR STATE CERTIFIED M/WBE:
   * _____ YES _____ NO If YES, Check all that apply:
   * SBE: _____BL _____H _____WBE _____O(Other) _____White Male
   * M/WBE: _____BL _____H _____WBE _____O(Other)

*ATTACH APPLICABLE COPY OF DOCUMENTATION OF PALM BEACH COUNTY SBE OR STATE M/WBE CERTIFICATION
INDIVIDUAL’S NAME & TITLE: ________________________________________________

AREA OF EXPERTISE: ____________________________________________________

FIRM NAME: __________________________________________________________________

EDUCATION (DEGREE/YEAR/SPECIALIZATION): _________________________________

ACTIVE REGISTRATION (STATE/DISCIPLINE/NO.): _____________________________

PERMANENT RESIDENCE (CITY, COUNTY, STATE): ____________________________

General Notes:

- List last five (5) projects completed under the direction of each named individual. If work was performed by another firm, provide the name of that firm.
- Include a key staffing sheet for each proposed consultant staff member providing services to the CRA.
- THE CRA RESERVES THE RIGHT TO APPROVAL ALL PERSONNEL BILLING TIME TO ITS CONTRACTS.

<table>
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<tr>
<th>Project Name</th>
<th>Date Completed</th>
<th>Client Name/Address/Telephone</th>
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EXHIBIT D

PUBLIC ENTITY CRIMES (FORM 1)

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 proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-proposer, 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:

Firm Name

Signature

Name and Title (Print or Type)

Date
CONFLICT OF INTEREST DISCLOSURE FORM (FORM 2)

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose within their proposal: the name of any officer, director, or agent who is also an employee of the CRA.

Furthermore, all proposers must disclose the name of any CRA employee who owns, directly or indirectly, an interest in the proposer's firm 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 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 firm has no potential conflict of interest due to any other CRAs, Cities, Counties, contracts, or property interest for this proposal.

_________ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other CRAs, Cities, Counties, contracts, or property interest for this proposal.

Acknowledged by:

________________________________________
Firm Name

________________________________________
Signature

________________________________________
Name and Title(Print or Type)

________________________________________
Date
The Submitter hereby acknowledges the receipt of the following addenda, which were issued by the CRA and incorporated into and made part of this RFQ. The proposer acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

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<th>ADDENDUM NUMBER</th>
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<th>TITLE OF PROPOSER’S AGENT</th>
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**JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT:** Will extend same price, terms, and conditions of this bid/RFQ to other CRAs, Palm Beach, Martin and Broward County Governmental agencies?

- [ ] Yes
- [ ] No

**BID INFORMATION WAS OBTAINED FROM:**

- [ ] BidSync
- [ ] Newspaper Ad
- [ ] City Hall
- [ ] Other, please spec
EXHIBIT E

DELRAY BEACH CRA INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the RESPONDENT, the RESPONDENT shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the CRA (or for such duration as it otherwise specified herein), the following insurance coverages:

A. Worker’s Compensation Insurance to apply to all of the RESPONDENT’s employees in compliance with the “Worker’s Compensation Law” of the State of Florida and all applicable Federal Laws.

Employer’s Liability with limits of $100,000 per person, $500,000 per occurrence and $100,000 per each disease.

B. Comprehensive General Liability with minimum limits of one million dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06, as Filed by the Insurance Services Office and must include:

1. Premises and/or Operations
2. Independent Contractors
3. Products and Completed Operations – RESPONDENT shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
4. Broad Form Property Damage.
5. Contractual Coverage applicable to this specific Agreement.
6. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

The CRA shall be named as an additional insured on the RESPONDENT’S policy.

C. Business Automobile Liability with minimum limits of three hundred thousand dollars ($300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

1. Owned Vehicles
2. Hired and Non-Owned Vehicles
3. Employers’ Non-Ownership

The CRA shall be named as an additional insured on the RESPONDENT’S policy.

D. Prior to commencement of services, the RESPONDENT shall provide to the CRA Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs A, B, C, and D. All policies covered within subparagraphs A, B, C, and D, shall be endorsed to provide the CRA with thirty (30) days’ notice of cancellation and/or restriction. The CRA shall be named as an additional insured as to RESPONDENT’S liability on policies referenced in Subparagraph B. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being
furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The RESPONDENT shall also make available to the CRA a certified copy of the professional liability insurance policy required by paragraph D above for the CRA’s review. Upon request, the RESPONDENT shall provide copies of all other insurance policies.

E. If the initial insurance policies required this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the CRA with thirty (30) days’ notice of cancellation and/or restriction.

F. The RESPONDENT’S insurance shall apply on a primary basis.

G. A waiver of Subrogation shall be provided on all policies of insurance.