



**DELRAY BEACH
COMMUNITY REDEVELOPMENT AGENCY**

**REQUEST FOR PROPOSALS
CRA NO. 2024-02
PROPERTY MANAGEMENT SERVICES FOR
98 NW 5th AVENUE**

**ISSUE DATE
WEDNESDAY, MARCH 6, 2024**

**VOLUNTARY PRE-PROPOSAL MEETING
FRIDAY, MARCH 15, 2024
9:30AM EST**

**QUESTION SUBMITTAL DEADLINE
FRIDAY, MARCH 22, 2024
5:00PM EST**

**PROPOSAL SUBMISSION DEADLINE
MONDAY, APRIL 8, 2024
10:00AM EST**

CONTACT
CHRISTINE TIBBS, ASSISTANT DIRECTOR
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
20 NORTH SWINTON AVENUE
DELRAY BEACH, FL 33444
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561-276-8640

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I. INVITATION

The Delray Beach Community Redevelopment Agency (“CRA”) is seeking proposals from qualified non-profit entities experienced in providing property management services to manage and maintain the CRA-owned two-story commercial rental property located at 98 NW 5th Avenue, Delray Beach, Florida, 33444, (“Property Management Services”), more specifically described in this Request for Proposals (“RFP”).

Interested not-for-profit entities, 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.

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

Factors that the CRA will use in evaluating the Proposals include, but are not limited to, the Proposer’s experience and qualifications related to providing property management services and the Proposer’s fee/price/cost for providing the services. The Evaluation Criteria and Selection Procedures are discussed in more detail within this RFP.

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

The CRA intends to negotiate an Agreement for Property Management Services upon the award of this RFP to a Proposer that best satisfies the Evaluation Criteria, *and* the selection of that Proposer is deemed to serve in the best interest of the CRA.

Proposers are required to submit one (1) original hard copy of their full Proposal (all required documents, information, and forms with wet signatures in blue ink only) in a hard cover binder, and one (1) electronic, searchable .pdf file of the full Proposal on a USB drive in a sealed package with the outside of the package marked with the Proposer’s name, return address, and “Request for Proposals CRA No. 2024-02, Property Management Services for 98 NW 5th Avenue”. All Proposals shall be delivered (mailed or hand-delivered) to the CRA at:

**20 N Swinton Avenue, Delray Beach, Florida 33444
on or before the Proposal Submission Due Date and Time of
Monday, April 8, 2024, at 10:00AM EST**

The responsibility for submitting a Proposal at the correct location on or before the stated Proposal Submission Due Date and Time is solely and strictly that of the Proposer. The CRA is not responsible for any delayed, late, misdelivered, or non-delivered Proposal(s), no matter the cause. Submission of

Proposals electronically will not be accepted. Proposals that arrive after the Proposal Submission Due Date and Time will not be accepted and will be returned to the sender unopened.

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

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II. RFP OVERVIEW

RFP Issued	Wednesday, March 6, 2024
Pre-Proposal Meeting Date and Location Attendance is VOLUNTARY and is recommended but is not mandatory.	Friday, March 15, 2024 at 9:30AM EST In person at: Delray Beach CRA Office 20 N Swinton Avenue Delray Beach, FL 33444
Question Submittal Deadline	Friday, March 22, 2024 at 5:00PM EST Questions must be submitted in writing via email to: Christine Tibbs, Assistant Director tibbsc@mydelraybeach.com
Proposal Submission Due Date and Location	Monday, April 8, 2024 at 10:00AM EST Drop-Off or Mail Proposals to: Delray Beach CRA Office Attention: Christine Tibbs 20 N Swinton Avenue Delray Beach, FL 33444
Evaluation Committee Meeting	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. The CRA shall not be responsible for late, delayed, misdelivered, or undelivered Proposals. Proposals not received by the CRA by the Due Date and Time at the stated Location shall not be reviewed or considered by the CRA.

BROADCAST

All documents related to this RFP, including any addenda, can be obtained from: (a) Periscope Holdings aka Periscope S2G (fka Bidsync) – www.periscopeholdings.com/s2g; and (b) the CRA's website: www.delraycra.org.

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

CONTACT PERSON

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

REQUIRED INFORMATION

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

ADDENDA

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

LATE PROPOSALS

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

SUBMITTAL FORMAT REQUIREMENTS

Proposals shall be submitted in the format as stated within Section V of this RFP. Proposers are required to submit one (1) original hard copy of their full Proposal (all required documents, information, and forms with wet signatures in blue ink only) in a hard cover binder, and one (1) electronic, searchable .pdf file of the full Proposal on a USB drive in a sealed package with the outside of the package marked with the Proposer's name, return address, and "Request for Proposals CRA No. 2024-02, Property Management Services for 98 NW 5th Avenue".

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

20 N Swinton Avenue, Delray Beach, Florida 33444
on or before the Proposal Submission Due Date and Time of
Monday, April 8, 2024, at 10:00AM EST

PROPOSAL OPENING

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

PROPOSAL OMISSIONS, ERRORS, DEVIATIONS

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

irregularity, omission, error, deviation, and/or technicality. It is at the sole discretion of the CRA to waive or not waive any irregularity, omission, error, deviation, and/or technicality.

EVALUATION AND SELECTION

Proposals shall be evaluated in accordance with the Evaluation Criteria and Selection Procedures stated within Section VI of this RFP.

AWARD

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

DEFINITIONS

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

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

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III. PROPERTY INFORMATION

The CRA-owned two-story commercial rental property located at 98 NW 5th Avenue (“Subject Property”) is situated along the historic NW & SW 5th Avenue corridor within the West Settlers Historic District of the City of Delray Beach.

The CRA’s Community Redevelopment Plan includes the NW & SW 5th Avenue corridor under the NW & SW 5th Avenue Beautification Project #2.1. The objective of Project #2.1 is to revitalize the NW & SW 5th Avenue corridor into a thriving district for neighborhood businesses and cultural activities with the strategic provision of diverse neighborhood shopping, services, and cultural facilities that will serve to enhance overall business activity and pedestrian activity in the area.

Originally an apartment building with ground floor parking, the Subject Property was purchased by the CRA in August 2018 and has been redesigned and redeveloped into a two-story commercial rental space with five (5) individual commercial retail units on the ground floor and a co-working space on the second floor.

Currently, the Subject Property is completed, and the first three (3) commercial tenants have been selected to occupy three (3) of the ground floor units. The CRA will be actively seeking tenants for the remaining two (2) ground floor units and the second-floor co-working space.

The Subject Property will require day to day management and 24 hours per day/ seven (7) days per week oversight of the tenants and building, and regular building maintenance including roofing, HVAC, plumbing, electrical, pressure washing, landscaping, etc.

LOCATION MAP



The Subject Property (outlined in red) is located at the intersection of NW 1st Street and NW 5th Avenue – east of I-95 and just north of West Atlantic Avenue.

Parking:
There are two (2) on street parking spaces in front of the Subject Property on NW 1st Street.

A public parking lot is nearby on NW 5th Avenue (outlined in yellow.)

PROPERTY DESCRIPTION

PARCEL CONTROL NUMBER:

12434616010200110

LEGAL DESCRIPTION:

DELRAY TOWN OF N 50 FT OF E 135 FT OF BLK 20 (LESS E 5 FT NW 5TH AVE & TRGLR PAR & W 1.50 FT ALLEY & TRGLR PAR R/WS)

BUILDING DESCRIPTION

Two-Story Commercial Building

Approximately 6,617 sq. ft.

Elevator and Stair Access

On Street Parking (Two (2) Spaces) and Public Parking Lot at 40 NW 5th Avenue

First Floor:

Five (5) Units (Each Unit is Approximately: 650 sq. ft. – 664 sq. ft.)

Each Unit Contains: One (1) Bathroom and One (1) Janitor's Closet

Second Floor: Co-Working Space

Approximately 3,320 sq. ft.

Fully Furnished, Open Work Areas, Conference Rooms, Restrooms, Office Suites,
Private Telephone Booths

EXTERIOR PROPERTY PHOTOS



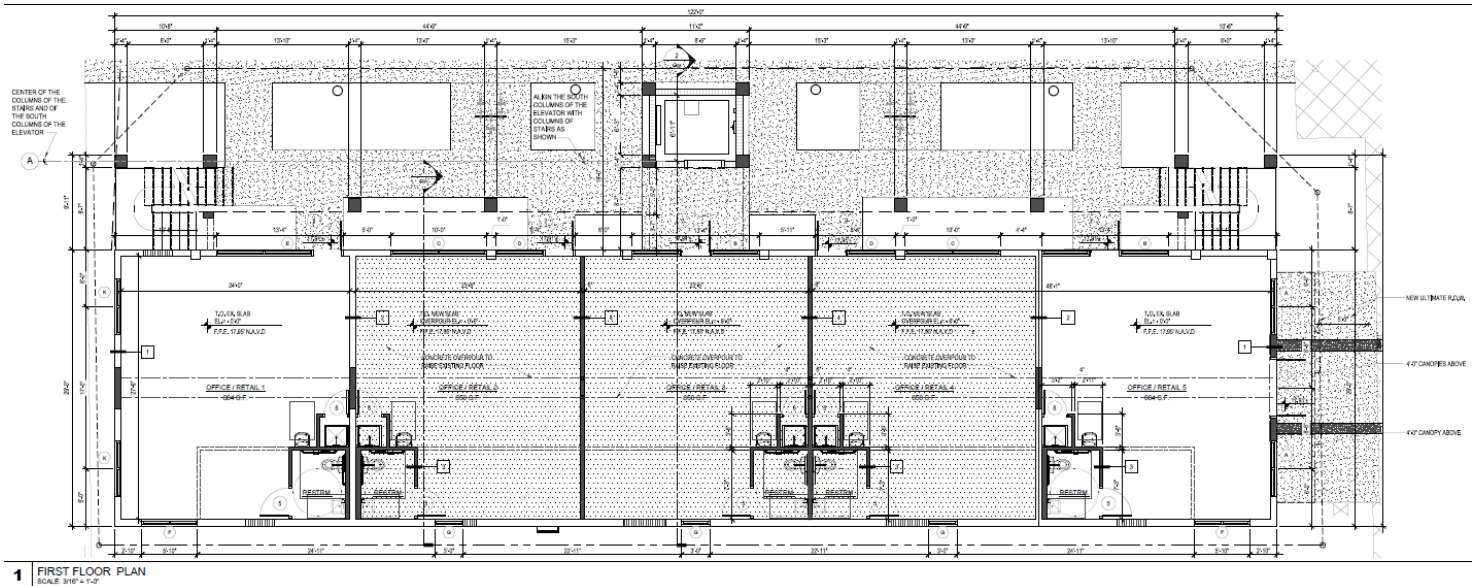
View on NW 5th Avenue



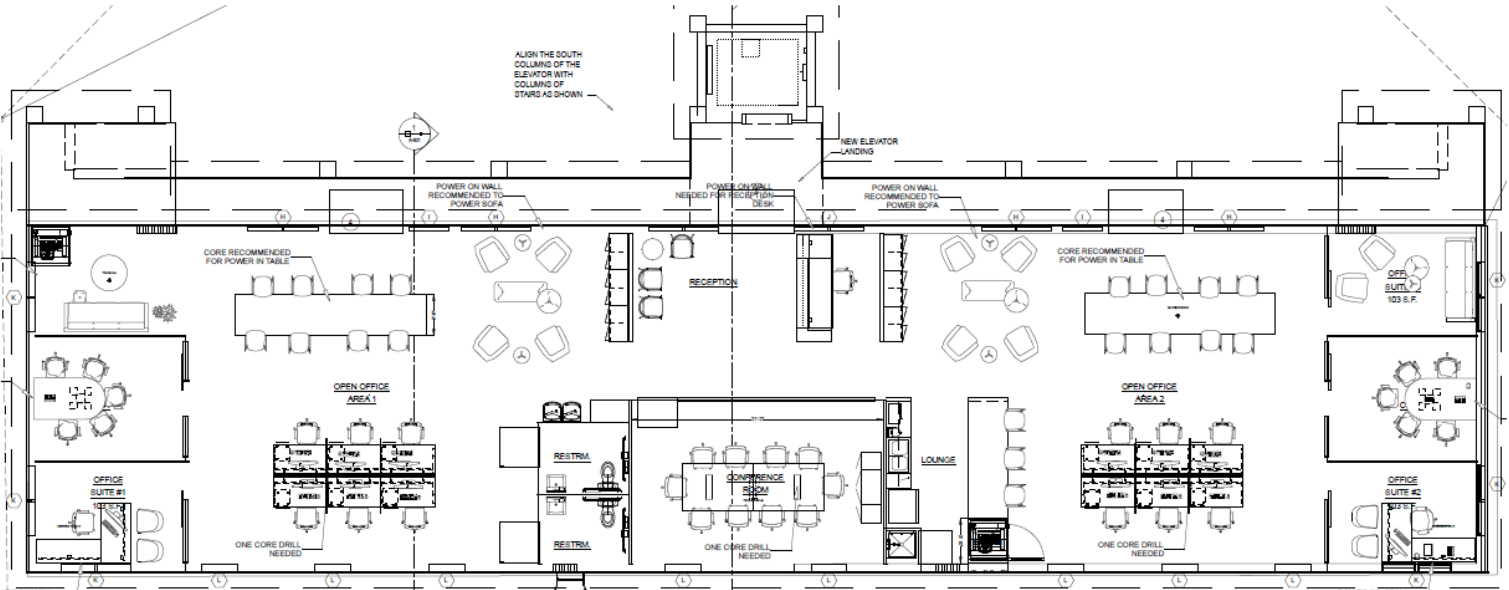
View on NW 1st Street

INTERIOR BUILDING LAYOUT

First Floor Units:



Second Floor Co-Working Space:



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IV. PROPERTY MANAGEMENT SERVICES

A. Objective

The CRA intends to enter into a Property Management Services Agreement (“Agreement”) with a qualified non-profit entity experienced in providing property management services to manage and maintain the CRA-owned two-story commercial property located at 98 NW 5th Avenue, Delray Beach, Florida, 33444.

These Property Management Services will assist in furthering the goals and objectives of the CRA, particularly the CRA's goals and objectives that support the redevelopment of the NW & SW 5th Avenue corridor as contained in the CRA's Redevelopment Plan.

B. Property Services Agreement (Agreement)

The Agreement will be negotiated between the Successful Proposer and the CRA. The specifications, terms, and conditions of the Agreement will be subject to the mutual written agreement of both parties.

Subject to CRA Board approval, the term of the Agreement between the CRA and the Successful Proposer will be for an **initial five (5) year period and may be renewed for up to one (1) additional five (5) year period thereafter**, subject to the mutual written agreement of both parties.

C. Successful Proposer's Responsibilities

The responsibilities of the Successful Proposer will include, but are not limited to, the following:

To provide the staff and resources for the day-to-day management and 24/7 oversight of tenants and building, and regular building maintenance including roofing, HVAC, plumbing, electrical, pressure washing, landscaping, etc., to collect rents from tenants, to institute and prosecute actions and recover possession of leased units and rents due and/or to settle, compromise, or reinstate tenancies when in the best interest of the CRA, to hire, discharge, and pay all administrators, janitors, and other employees and/or subcontractors, to make all necessary repairs and replacements in a timely manner, to enter in all agreements for utility services, supplies, and maintenance, to pay all related repair, replacement, maintenance, and utility bills, maintain ongoing contracts for security, monthly pest control, landscaping, elevator maintenance and inspections, and fire inspections, to manage and maintain operating account for expenses and use all funds collected pursuant to the Agreement, to provide quarterly financial and property reports to the CRA, to have an employee available 24 hours a day, seven (7) days a week during the entirety of the term of the Agreement, to establish procedures for tenant complaints and requests, to notify the CRA of all paid invoices that are paid on behalf of the CRA as the Property Owner of the Subject Property.

The responsibilities will be more particularly described within the Agreement between the Successful Proposer and the CRA.

D. Property Owner's/CRA's Responsibilities

The responsibilities of the CRA will include, but are not limited to the following:

To provide tenants for the Subject Property, to provide Successful Proposer with copies of all current lease agreements, to provide Successful Proposer with keys and access to tenant units and co-working space, to provide Successful Proposer with copies of warranties and contracts related to the Subject Property, to maintain and pay for property insurance on the Subject Property, and pay property taxes for the Subject Property.

The responsibilities will be more particularly described within the Agreement between the Successful Proposer and the CRA.

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V. PROPOSER'S MINIMUM QUALIFICATION AND EXPERIENCE REQUIREMENTS AND PROPOSAL SUBMITTAL REQUIREMENTS

The following information and documents must be submitted with each Proposal. Failure to provide any of the information or documents, or failure to provide the information in the required format, may be cause for determination that the Proposer is non-responsive, at the sole and absolute discretion of the CRA. Proposals deemed non-responsive may be disqualified, rejected, and receive no further consideration at the sole and absolute discretion of the CRA.

This RFP requires the use and submission of specific CRA forms. The CRA forms shall not be expanded or altered. Failure to utilize the CRA's forms will result in the rejection of the Proposal as non-responsive at the sole and absolute discretion of the CRA. Proposers must submit all forms as required - fully completed and signed.

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 set forth in this Section.

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

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

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

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

The following describes the information that must be provided to the CRA in order for the CRA to consider a Proposal. Failure to provide any of the information or failure to provide the information in the required format may be cause for the CRA to reject the Proposal. The CRA retains the right at its sole and absolute discretion to reject any Proposal that does not meet the requirements of this RFP.

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

1. Table of Contents:

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

2. Narrative/Executive Summary:

The Proposer shall include a general introduction statement identifying the non-profit entity responding to this RFP, overview of the non-profit entity (its mission, vision, goals, objectives), a summary of its qualifications and experience, and why it is the most qualified to provide the required Property Management Services to the CRA.

3. Proposer's Information and Minimum Qualifications:

Proposers shall be not-for-profit entities specializing and experienced in the management, oversight, and maintenance of properties and management and oversight of tenants.

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

- a. Proposer shall complete and submit the Proposal Acknowledgement Form and Proposer's Information Form provided in Section IX, Required Forms.
- b. Description of the legal organizational structure (and its parent entity if it is a subsidiary) and copies of appropriate certifications and licenses.
- c. A copy of the not-for-profit determination letter, or a copy of the application for 501(c)(3), tax exempt status submitted to the Internal Revenue Service and a complete list of the non-profit entity's Board of Directors including names, addresses and phone numbers and the name of the non-profit entity's Executive Director. If the proposing non-profit entity is affiliated with another entity for the purposes of this application or otherwise, please provide a statement representing the nature of the affiliation along with the other entity's name, address, phone number, legal organizational structure (including state of organization or incorporation), and a listing of the Board of Directors, principals, officers, partners, etc.
- d. Anyone signing a Proposal as an authorized agent, must submit legal evidence of signature authority with the Proposal.
- e. A copy of the Proposer's authorization to transact business in the State of Florida for the past five (5) years under its current business name (registration with the State of Florida Division of Corporations)

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

if applicable. **Failure to include such documentation with the Proposal may result in the Proposal being deemed non-responsive.**

- f. Provide a copy of the Proposer's City of Delray Beach Business Tax Receipt, if available at the time of submission. If not available, the Successful Proposer will need to provide one before an Agreement can be finalized.
- g. Proposer's Key Personnel: List all individuals, staff, employees, etc. directly employed and/or staffed (regardless of monetary compensation) by the Proposer who will be involved in providing Property Management Services for the Subject Property, and include name, title, description of position/role and responsibilities, qualifications and experience for each individual. If Key Personnel have not been selected, Proposers must describe its method of selection and general approach to the hiring and development of the Key Personnel.
- f. List all Sub-Consultants/Sub-Contractors that the Proposer has or will have a contract with, other than the direct employees and/or staff of the Proposer, who will assist in the performance of providing any Property Management Services under this RFP. Name of Sub-Consultant/Sub-Contractor, description of role and responsibilities including services to be provided, qualifications and experience shall be included in this Section.

In accordance with State of Florida Statutes, the Evaluation Criteria will take into account a Proposer's inclusion of Sub-Consultants/Sub-Contractors that are Certified Minority Business Enterprises (as defined by Florida Statute Section 288.703). Proof of such certification must be submitted with the Proposal.

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

- g. Provide an organization chart identifying all Key Personnel, individuals, and entities, including Sub-Consultants/Sub-Contractors, who will be involved in providing Property Management Services for the Subject Property.
- h. Disclose the name of any director, employee, staff member, agent, or key personnel of the Proposer who is also an employee of the CRA. If no conflicts of interests are present, Proposer must submit a statement to that affect. Conflicts of interest may be grounds for the CRA to deem the Proposal non-responsive.

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

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

4. Proposer's Financial Information

- a. The Proposer must provide a current (audited, if available) financial statement which includes a balance sheet, a three-year statement of past income, and a projected one-year income statement for the current fiscal year for the Proposer (and its parent entity if it is a subsidiary). Tax returns may be substituted for financial statements. The CRA

reserves the right to conduct its own research, investigation, background checks, and credit checks on the proposing entity, and its officers, agents, and representatives.

- b. Disclosure of any bankruptcies and legal actions by the Proposer or any of the above or related parties and/or entities during the past ten (10) years must be submitted with the Proposal (resolved or pending.) Information regarding any legal or administrative actions, past or pending, that might impact the capacity of the Proposer to provide the Property Management Services for the Subject Property must be disclosed.

5. Proposal:

Proposals shall include a thorough explanation of the Property Management Services that the Proposer will provide to the CRA for the Subject Property. Proposals shall also include a thorough explanation of how the Proposer intends to provide the Property Management Services and fulfill the responsibilities stated in Section IV, Property Management Services.

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

Note: the Successful Proposer must provide their own work facilities and support staff to provide the required Property Management Services for the term of the Agreement.

Note: the Successful Proposer must have sufficient insurance coverage in types and amounts, as required and approved by the CRA, to be in force at the time the Agreement takes effect, and the Successful Proposer must maintain the insurance for the term of the Agreement. The CRA shall be named as an additional insured on all applicable policies.

6. Experience of the Proposer:

Proposers MUST have a minimum of five (5) years of experience specializing in the management, oversight, and maintenance of properties and management and oversight of tenants.

Proposers shall provide the following information concerning their relevant experience:

- a. Proposers shall provide a minimum of three (3) examples of existing properties under their management, similar in size, scope, and complexity as the Subject Property described in this RFP. Submitted examples shall include the name and address of the property, years under the Proposer's management, a brief description of the property, including number of units, number of tenants, and a brief description of the services provided by the Proposer. Utilize Property Reference Form.
- b. Proposers shall provide a minimum of three (3) professional references. Submitted references shall include the reference's name, title, address, phone number. The CRA reserves the ability to contact submitted references. Utilize Professional Reference Form.

7. Budget Information:

Proposers shall provide a budget pro forma for the proposed Property Management Services.

8. Additional Considerations:

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

9. Required Forms:

The Proposer shall submit the following forms provided in Section IX, Required Forms:

- 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

B. Proposal Submission Due Date and Location

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

Proposal Submission Due Date:	Monday, April 8, 2024, by 10:00AM EST.
Proposal Submission Location:	Delray Beach CRA Office 20 N Swinton Avenue Delray Beach, Florida 33444

Proposals shall be submitted in the format as stated within this Section of this RFP. Proposers are required to submit one (1) original hard copy of their full Proposal (all required documents, information, and forms with wet signatures in blue ink only) in a hard cover binder, and one (1) electronic, searchable .pdf file of the full Proposal on a USB drive in a sealed package with the outside of the package marked with the Proposer's name, return address, and "Request for Proposals CRA No. 2024-02, Property Management Services for 98 NW 5th Avenue".

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

C. Additional Submittal Guidelines

Only one (1) Proposal from any one non-profit entity will be considered in response to this RFP. Sub-consultants/sub-contractors may be included in a Proposal, and they may be included in

more than one (1) Proposal submitted by more than one (1) Proposer. Any entity that submits a Proposal as a Proposer shall not be a sub-consultant/sub-contractor on another Proposal submitted under this RFP.

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

D. Changes/Modifications/Alterations to Submitted Proposals

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal or withdraw a Proposal 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.

THIS SECTION IS INTENTIONALLY BLANK.

VI. EVALUATION CRITERIA AND SELECTION PROCEDURES

A. Evaluation Criteria and Selection Procedures

Sealed proposals may be submitted to the **Delray Beach CRA Office at 20 N Swinton Avenue, Delray Beach, Florida, 33444** until **10:00AM EST on Monday, April 8, 2024**. CRA Staff will open the Proposals immediately after that time and review them for responsiveness and compliance with submission requirements, including verification that each Proposal includes all information, documentation, and forms required. CRA Staff is responsible for the review of all Proposals for responsiveness before distributing them to the Evaluation Committee. However, responsiveness determinations may be made at any time prior to award of the RFP.

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

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

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

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

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

The final scores will be forwarded to the CRA Executive Director. After which, the CRA Executive Director will place the RFP onto a CRA Board meeting agenda and the CRA Board will have the following options:

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

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

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

B. Evaluation Criteria

Proposals have the possibility to receive a total maximum of 100 Points with a possible 99 Points available to be awarded for the Requirements and a possible one (1) Bonus Point available to be awarded for the utilization of Certified Minority Business Enterprises per Florida Statutes.

Proposals will be reviewed and scored by the Evaluation Committee according to the following requirements and respective weight:

REQUIREMENTS	POINTS
Qualifications the Proposer (including financial information and budget pro forma)	25 Points
Experience of the Proposer	35 Points
Proposer's Proposal	30 Points
Proposer's Narrative/Executive Summary	9 Points
Inclusion of Certified Minority Business Enterprises (Sub-Contractors /Sub-Consultants as defined by FL Statute Section 288.703)	1 Point
	100 Total Points

VII. GENERAL TERMS AND CONDITIONS

A. Inspection of Site

Any interested party may arrange, by appointment, to visit the Subject Property that will require the Property Management Services that are the subject of this RFP. Please contact Christine Tibbs, Assistant Director, at (561) 276-8640 or via email: tibbsc@mydelraybeach.com to schedule an appointment.

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

B. Cone of Silence/No Lobbying

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

C. Questions

Questions and inquiries concerning this RFP and the specifications contained herein shall be submitted in writing via email to Christine Tibbs, Assistant Director, at tibbsc@mydelraybeach.com no later than **Friday, March 22, 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 RFP or addendum (if any) should also be reported in writing. If applicable, the CRA will issue a written addendum to the RFP clarifying such conflicts or ambiguities. It is agreed that any such alleged discrepancies, errors, or omissions will not be construed against the drafting party.

CRA staff will issue responses to timely received questions and any other clarifications the CRA deems necessary via written addendum prior to the Proposal Submission Due Date and Time. Proposers should not rely on any representations, statements, or explanations other than those

made in this RFP and in any written addendum to this RFP. Oral explanations, information and instructions shall not be considered binding on the CRA. Neither the CRA nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any Proposer. All prospective Proposers are encouraged to independently verify the accuracy of any information provided.

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

Any issued addendum will only be made available on the CRA webpage , www.delraycra.org, and at www.periscopeholdings.com/s2g . It is the Proposer's sole responsibility to ensure its review and receipt of all addenda.

D. Agreement Terms and Conditions

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

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

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

E. Award of Agreement

An Agreement may be awarded to the Successful Proposer for the Property Management Services 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 the CRA's Purchasing Policies, and the terms and specifications stated herein.

F. 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.

G. 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

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

For purposes of this RFP, the terms "Sub-Consultant" and "Sub-Contractor" are used interchangeably. A Sub-Consultant or Sub-Contractor is any individual, firm, entity, company, 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 the Property Management Services required under this RFP. 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 Property Management Services. The CRA retains the right to accept or reject any Sub-Consultant proposed in accordance with Section V, "Proposer's Minimum Qualification and Experience Requirements and Proposal Submittal Requirements," or proposed prior to execution of the Agreement. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the Successful Proposer, and insurance for each Sub-Consultant must be approved by the CRA and maintained in good standing throughout the duration of the Agreement. Neither the Successful Proposer nor any of its Sub-Consultants are considered employees, partners, affiliates, or agents of the CRA. Failure to list all Sub-Consultants and provide the required information may disqualify any unidentified Sub-Consultants from performing work under this RFP. Proposers shall include in their Proposal the requested Sub-Consultant information.

I. Insurance

The CRA reserves the right to ensure and require that the insurance coverages provided by the Successful Proposer 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 company's behalf because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

J. Protest

A Proposer that has submitted a response to this RFP and is adversely affected by the decision to award, may file a formal written protest through filing a type-written protest with the CRA office. The Proposer shall file its type-written protest with the CRA, 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 an agreement.

The written protest must be received within three (3) business days from the time of initial posting of the intended award. Notice of Intent to Award shall be posted on the CRA's website, www.delraycra.org, and on, www.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 in an amount equal to one percent (1%) of the protestor's Offer Price or five thousand dollars (\$5,000), whichever is applicable, and whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the Delray Beach Community Redevelopment Agency. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.

THIS SECTION IS INTENTIONALLY BLANK.

VIII. DISCLOSURE AND DISCLAIMERS

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

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

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

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

The CRA shall have no obligation or liability with respect to this RFP, or the 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 RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any Proposal submitted pursuant to this RFP is at the sole risk and responsibility of the Proposer by submitting such a Proposal.

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

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

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

executed and delivered by the 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 RFP may be accepted or rejected by the CRA for any reason, or for no reason, without any resultant liability to the CRA.

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

THIS SECTION IS INTENTIONALLY BLANK.

IX. REQUIRED FORMS

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

- Proposal Acknowledgement Form
- Proposer Information Form
- Conflict of Interest Disclosure Form
- Scrutinized Companies Certification Pursuant to Florida Statutes § 287.135
- Notification of Public Entity Crimes Law
- Notification of Public Records Law
- Drug-Free Workplace
- Non-Collusion Affidavit
- Sub-Contractor/Sub-Consultant Information Form
- E-Verify Affidavit
- Property Reference Form
- Professional Reference Form

PROPOSAL ACKNOWLEDGEMENT FORM

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

A. RFP Addendum Acknowledgment

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

B. The undersigned certifies that they are authorized to sign for the Proposer.

C. The undersigned certifies that any and all information contained in response to this RFP is true and correct.

D. THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED, BY AN AUTHORIZED AGENT, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CRA MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

RFP CRA NO. 2024-02: PROPERTY MANAGEMENT SERVICES FOR 98 NW 5TH AVENUE

Proposer's Name: _____

Federal Employer Identification Number: _____

Principal Business Address: _____

Mailing Address: _____

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Authorized Agent Name and Title: _____

(Signature of authorized agent)

Date: _____

PROPOSER INFORMATION FORM

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

PROPOSER NAME:

PRINCIPAL OFFICE ADDRESS:

LOCAL OFFICE ADDRESS:

MAILING ADDRESS:

PHONE NUMBER:

AUTHORIZED AGENT:

AUTHORIZED AGENT TITLE:

AUTHORIZED AGENT EMAIL:

PROPOSER REPRESENTATIVE NAME (if different from Authorized Agent):

PROSOSER REPRESENTATIVE EMAIL (if different from Authorized Agent):

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

LEGAL STRUCTURE:

ATTACH: A COMPLETE LIST OF NON-PROFIT ENTITY'S BOARD OF DIRECTORS INCLUDING NAMES, ADDRESSES, PHONE NUMBERS AND THE NAME OF THE NON-PROFIT ENTITY'S EXECUTIVE DIRECTOR. ADDITIONAL INFORMATION MAY BE REQUIRED WITHIN SECTION V OF THE RFP.

ATTACH: LEGAL EVIDENCE OF SIGNATURE AUTHORITY FOR AUTHORIZED AGENT

ATTACH: NOT-FOR-PROFIT DETERMINATION LETTER, OR COPY OF APPLICATION FOR 501(c)(3) TAX EXEMPT STATUS SUBMITTED TO IRS

ATTACH: AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

PROPOSER IS RESPONSIBLE FOR REVIEWING SECTION V OF THE RFP, AND THE ENTIRETY OF THE RFP, FOR ALL INFORMATION REQUIRED TO BE SUBMITTED AS PART OF A PROPOSAL.

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 entity 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 of 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 company has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

_____ The undersigned entity, 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 Proposer 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/entity 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

AUTHORIZED AGENT NAME & TITLE (PRINT)

DATE

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

Authorized Agent Name and Title (Print)

Date

PUBLIC RECORDS LAW

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

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the Delray Beach Community Redevelopment Agency ("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. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the CRA. Contractor upon completion of the contract, shall transfer, at no cost, to the CRA all public records in possession of the Contractor or keep and maintain public records required by the CRA in order to perform the service. If the Contractor transfers all public records to the CRA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor 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 DARDENA@MYDELRAYBEACH.COM.

Acknowledged by:

Proposer Name

Authorized Agent Signature

Authorized Agent Name and Title (Print)

Date

DRUG-FREE WORKPLACE

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

Acknowledged by:

Proposer Name

Authorized Agent Signature

Authorized Agent Name and Title (Print)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

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

RFP No.: _____ Title: _____

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

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

- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, company, 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, 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 Proposal, 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: _____

SUB-CONTRACTOR/SUB-CONSULTANT INFORMATION FORM

Instructions

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

RFP CRA No. and Title: _____

Proposer: _____

Name of Sub-Consultant /Sub-Contractor	Address of Office Providing Services	Services to be Provided	License Numbers	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:
Print Name:
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

PROPERTY REFERENCE FORM

INSTRUCTIONS

Proposers shall provide a minimum of three (3) examples of existing commercial rental properties under its management that are similar in size, scope, and complexity as the Subject Property described in this RFP. Submitted examples shall include the name and address of the property, years under the Proposer's management, a brief description of the property, including square footage of building, number of tenants, and a brief description of the services provided by the Proposer.

The reference provided below should be for one (1) property reference.

FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

Name of Property:
Property Address:
Property Owner/ Contact Information:
Years Under Proposer's Management:
Brief Description of the Property:
Brief Description of the Property Management Services Provided by Proposer:
Compensation Received:

Proposer's Certification of Information

By signing below, I certify that all information stated above is true and correct to the best of my knowledge.

Authorized Agent Signature: _____
Authorized Agent Name and Title: _____
Date: _____

PROPOSER REFERENCE FORM

INSTRUCTIONS

Proposers shall provide a minimum of three (3) references. Submitted references shall include the reference's name, address, phone number, any comments from the reference, and the reference's signature and date signed. The CRA reserves the ability to contact submitted references.

The reference provided below should be for one (1) reference and shall be completed by the reference, not the Proposer.

FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

Reference Name
Reference Address:
Reference Organization/Company:
Reference Title:
Reference Phone Number:
Reference Email:
Comments

Reference Certification of Information

By signing below, I certify that all information stated above is true and correct to the best of my knowledge.

Signature: _____
Name and Title: _____
Date: _____