

REQUEST FOR PROPOSALS (RFP)
TO PROVIDE MARKETING, SOCIAL MEDIA, AND GRAPHIC DESIGN SERVICES
FOR THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY'S
2021 BOYNTON BEACH HAUNTED PIRATE FEST & MERMAID SPLASH EVENT



RFP ISSUE DATE: June 11, 2021
RFP SUBMISSION DEADLINE: July 1, 2021, 2:00 p.m. (EST)

Boynton Beach CRA
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
PUBLIC NOTICE
REQUEST FOR PROPOSALS (RFP) FOR MARKETING, SOCIAL MEDIA, AND GRAPHIC
DESIGN SERVICES

The Boynton Beach Community Redevelopment Agency (BBCRA) hereby announces its intent to receive and consider sealed responses to the Requests for Proposal (RFP) from qualified individuals, partnerships, or firms to provide ongoing marketing, social media, and graphic design services under an annual service contract with an option for up to three (3) one-year renewals. The complete RFP documents may be obtained from the BBCRA office or website at www.boyntonbeachcra.com. Sealed proposals will be accepted at the BBCRA office located at 100 E. Ocean Ave, 4th Floor, Boynton Beach, FL 33435 **ON OR BEFORE July 1, 2021, no later than 2:00 p.m. Eastern Standard Time (EST), as determined by the time stamp or clock at the BBCRA's reception area as set up on the 1st Floor Lobby.** All proposals will be date and time stamped by the BBCRA. **Proposals received after the date and time set forth above will NOT BE ACCEPTED FOR CONSIDERATION.**

All correspondence and requests for information regarding this RFP and this project must be submitted in writing via email to CoppinM@bbfl.us no later than 5:00 p.m. (EST), on June 17, 2021.

The Board of the BBCRA reserves the right to accept or reject any proposals or any part thereof or any combination of proposals and to waive any or all formalities.



**REQUEST FOR PROPOSALS (RFP)
Marketing, Social Media, and Graphic Design Services**

RFP Issue Date: June 11, 2021

RFP Submission Deadline: July 1, 2021, 2:00 p.m. (EST)

1. Background

The mission of the Boynton Beach Community Redevelopment Agency (“BBCRA”) is to foster and directly assist in the redevelopment of the Boynton Beach Community Redevelopment Area in (“BBCRA Area”) order to eliminate blight, create a sustainable downtown, and encourage economic growth, thus improving the attractiveness and quality of life for the benefit of the entire CRA Area and consequently the City of Boynton Beach as a whole.

The BBCRA works to fulfill its mission through a variety of strategic programs and improvement plans that work to eliminate and prevent blighted conditions, encourage job creation and business development, help maintain a viable downtown, and improve neighborhoods throughout the CRA District. Working in conjunction with the City and other community partners, the BBCRA has made significant progress since being established in 1982.

2. Purpose

The BBCRA is requesting proposals from individuals, partnerships or firms interested in working with the BBCRA under a professional services contract to provide ongoing graphic design services for BBCRA’s signature event, The Boynton Beach Haunted Pirate Festival & Mermaid Splash. The BBCRA intends to negotiate an annual contract with the selected respondent(s) that will outline the scope of work, payment, and other terms. The contract may contain an option for up to three (3) one-year renewals.

Interested parties must submit proposals on the entire scope of services listed within this Request for Proposals (“RFP”), with the exception of those services specifically listed as optional. If a respondent wishes to provide optional services, the respondent must provide an hourly rate for doing so in the forms provided in this RFP. The BBCRA may select multiple respondents for all or portions of this RFP; however, it is the desire of the BBCRA to negotiate a contract with a single respondent. In general, the BBCRA is seeking proposals from experienced graphic designers with knowledge of municipal government, and proficiency in communication, social media marketing, and traditional media outlets.

BBCRA staff will work closely with the selected respondent(s) to provide general direction, ideas and resources for content creation, special assignments, deadlines, and performance feedback on a regular basis.

3. Scope of Services

The BBCRA is seeking proposals from qualified firms to provide marketing & graphic design services for the annual campaign described in Attachment “A” and occasional electronic or print marketing materials for projects or events as described below in Items A through E. Design needs would largely consist of save-the-date invitations; postcards; posters; brochures; flyers; event related collateral, treasure hunt map; visitor map; event logo; Every Door Direct Mailer, and print-ready or web-ready electronic advertisements. BBCRA staff will provide the selected respondent with all necessary specifications and information needed to furnish a product in a timely manner.

a. Social Media Account

The BBCRA uses social media to inform the local and regional community of the upcoming Boynton Beach Haunted Pirate Fest & Mermaid Splash; to increase awareness of participating local businesses, to engage stakeholders in various aspects of the event, and to encourage an ongoing dialogue about the event. The BBCRA currently maintains a total of two (2) accounts on two (2) social networks. A minimum of three (3) weekly social media posts for each account comprised of a variety of creative mediums, such as video, photo sharing, contests, business promotion, custom graphics, etc. shall be provided for this task.

Check the following social media accounts for examples of desired content:

1. Facebook - @BBPirateFest @BoyntonBeachCRA
2. Instagram - @BBPirateFest @BoyntonBeachCRA

b. Email Newsletters

The BBCRA created an electronic newsletter as a way to bring awareness to the activities and important information regarding the BBCRA to its stakeholders. The newsletter is emailed to the BBCRA’s iContact list of 2,613 subscribers on a quarterly basis, is posted on the agency’s website, BBCRA managed blog – Boynton Beach Insider, and is shared through a link on the BBCRA social media sites. Assistance with creating a custom graphic and content to be included in one (1) issue of the Redevelopment Works newsletter.

c. Email Blasts

The BBCRA utilizes its iContact account to send out periodic email blasts to promote business promotional events and other promotional offers available through the agency. Assistance with creating two (2) custom email templates to promote various aspects of the event.

d. Websites: www.bbpiratefest.com and www.boyntonbeachcra.com

Assistance with adding updates related to participating businesses, entertainment, vendors, activities, sponsors, photos, etc. to the Boynton Beach CRA and Boynton Beach Pirate Fest & Mermaid Splash websites once a week or as needed.

e. Blog

The BBCRA utilizes the Boynton Beach Insider blog to share information about local businesses, agency initiatives, and event details. Assistance with writing content for a minimum of one (1) blog to promote the various aspects of the event in a unique and engaging manner.

- Create blog content to promote the various aspects of the event
- Create two (2) scripts to be used as content for a 30 second radio ad to promote the event
- Assist with creating scripts and creative content for up to four (4) Pirate Television (PTV) segments that are up to four minutes long.
- Assist with drafting content for a minimum of two (2) press releases and a minimum of one (1) blog.

f. Additional Services

In addition to the above functions and services, the BBCRA may have a need for specialized marketing or promotional services, including photography, videography, printing, and website design and maintenance services. As it is not anticipated that the BBCRA will need these services on an ongoing or otherwise predictable basis, respondents are not required to submit a proposal for the services listed in this section. However, if a respondent can directly provide or assist in procuring these services through outside vendors or subconsultants, that should be indicated in the submittal along with an hourly rate.

4. Contract Fee Structure

The BBCRA will negotiate a one-year contract with the selected respondent(s), which contains an option for renewal for three (3) additional one-year terms. Respondents should structure their annual fee schedules to include the following and shall complete **Attachment “B,” Proposed Fee Schedule**:

- a. A flat fee for each item included in Attachment “A,” and items (a) through (e) listed in Section 3, Scope of Services
- b. Hourly fee for item (f) listed under Section 3, Scope of Services

5. Pricing and Costs

The BBCRA will not reimburse respondents or any other entity for any expenses incurred in preparing submittals in response to this request.

a. Proposal Price and Related Costs

Respondent shall complete **Attachment “B,” Proposed Fee Schedule** and **Attachment “C,” Respondent’s Acknowledgement and Compliance Statement**.

b. Sales Tax

By submitting a proposal, respondent acknowledges that all materials and supplies necessary for completion of the graphic design services described in this RFP are subject to Florida Sales and Use Tax, in accordance with Florida Statutes. However, the CRA is exempt from any taxes imposed by State and/or Federal government. Exemption

certificates will be supplied on request. State Sales tax Exemption Certification No. 85-8012625376C-3 will appear on each purchase order.

6. Mandatory Qualification Requirements

Proposals must demonstrate respondents' ability to comply with each of the items identified below. Inability to do so may result in disqualification of the submittal.

- a. Demonstrated knowledge of and at least five (5) years of relevant experience in graphic design. Preference will be given to respondents with experience in community relations and government or institutional communications.
- b. Demonstrated experience in providing graphic design services for traditional as well as online, email, and social media marketing.
- c. Direct or contracted staff members assigned to this project with relevant experience and qualifications.

All deliverables or end products created by the selected respondent for the BBCRA under the Scope of Services listed above will become the property of the BBCRA and shall include electronic versions of the final documents in the original software program that is approved by the BBCRA. Respondent will be required to obtain a minimum of three (3) price quotes for all print materials.

7. Submittal Requirements

By submitting a proposal, respondent is representing that he/she/it has carefully read all information contained herein including the requirements to be a responsible respondent. It is the responsibility of the respondent to submit a complete response to all requirements. Proposals must include separate section tabs with the following information in the order as described below:

- a. Company Information – A summary of the company history of the proposed respondent, including descriptions of any proposed partnerships with other services providers:
 - 1) Specify who would serve as the primary contact
 - 2) Specify any dedicated staff or team members
- b. Approach to Providing Scope of Services – This section must include a description of the project management strategy, and any performance standards that can be expected. Include ability and approach to offer any of the services references in Paragraph 3, Scope of Services.
- c. Proposed Fee Schedule – Fee schedule should be described according to the format specified in Paragraph 4 and a completed **Attachment "B," Proposed Fee Schedule**, shall be submitted.
- d. Summary of Qualifications – including demonstrated knowledge and experience as described in Paragraph 6.
- e. Respondent's Information and Past Performance – Provide a completed **Attachment "G," Respondent's Information and Past Performance**. References must include scope of work, contact names, addresses, telephone numbers, email addresses, and dates of service. A contact person shall be someone who has personal knowledge of the respondent's performance for the specific requirements listed. Contact person must have been informed that they are being used as a reference and that the BBCRA may be

contacting them. DO NOT list persons who are unable to answer specific questions regarding the requirement. This information will be considered in the contract award review. Failure to include all data necessary to evaluate a respondent's past performance may eliminate respondent from the RFP process; prior submittals will not be accepted. Respondents must also complete **Attachment "M," Authorization for Release of Information.**

- f. Litigation History – Provide a completed **Attachment "H, Legal History**, indicating whether the respondent has been a party to litigation or arbitration arising from a project for a public entity within the past four (4) years.
- g. Provide a minimum of four (4) Samples of Work for each category below:
 - 1) Graphic Design – logo, ads, posters, email template, billboard (if available)
 - 2) Copywriting – blog, press release
 - 3) Brochures, postcards, posters, etc.
 - 4) Social media – example of post or campaign

In total, one (1) unbound, clipped and tabbed original proposal document is required to be submitted, with a title page listing the name of the RFP and the respondent's name and address, and one (1) bound and tabbed copy of the proposal. In addition, one (1) digital copy of the complete proposal in PDF format on CD/DVD or jump drive must be submitted. Proposals shall be sealed and clearly marked on the outside of the envelope or delivery box container as follows:

**Ms. Mercedes Coppin, Business Promotions & Events Manager
Boynton Beach CRA
Marketing, Social Media, and Graphic Design Services Request for Proposals (RFP)**

Proposals are to be submitted to the BBCRA offices at 100 E. Ocean Avenue, 4th Floor, Boynton Beach Florida 33435, no later than July 1, 2021, 2:00 p.m. (EST). Facsimile or emailed copies of the proposal **will not be accepted**. Proposals received after the deadline will not be considered. Any question as to whether a proposal has been timely submitted will be resolved by reference to the time kept at the BBCRA office by the person charged with receiving proposals.

8. Public Information/Public Records Statement

The BBCRA considers all information, documentation and other material submitted in response to this solicitation to be of non-confidential and or non-proprietary nature and therefore subject to public disclosure under Chapter 119 of the Florida Statutes.

9. Questions, Clarifications, Interpretations

Questions and inquiries concerning the proposal and specifications of the RFP shall be submitted in writing and directed to Ms. Mercedes Coppin, Business Promotions & Events Manager, 100 E. Ocean Avenue, 4th Floor, Boynton Beach FL, 33435, at CoppinM@bbfl.us and must be received no later than June 17, 2021, 5:00 p.m. (EST). All answers to questions, clarifications, and interpretations will be issued in the form of addenda. Oral explanations, information, and instructions shall not be considered binding on the BBCRA. All prospective respondents are encouraged to independently verify the accuracy of any information provided. Neither the BBCRA nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any respondent.

Written responses to all written questions submitted shall be maintained in the BBCRA RFP project file.

All such addenda issued by the BBCRA before the proposals are due, are part of the RFP, and respondents shall acknowledge receipt of and incorporate the requirements of each addendum in his/her/its proposal by completing and including in their response package **Attachment “D,” Addenda Acknowledgement**. It is the responsibility of all respondents to obtain, review, and respond to any and all addenda issued.

10. Limitations on Communications - Cone of Silence/No Lobbying

As to any matter relating to this RFP, any respondent, subconsultant, or anyone representing a respondent is advised that they are prohibited from contacting or lobbying the BBCRA Board, BBCRA Advisory Board, BBCRA staff, or any other person working on behalf of the BBCRA on any matter related to or involved with this RFP. For purposes of clarification, a respondent’s representatives shall include, but not be limited to, the respondent’s employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential sub consultant or consultant of the respondent. Any violation of this condition may result in rejection and/or disqualification of the respondent’s proposal. This “Cone of Silence/No Lobbying” is in effect from the date of publication of the RFP and shall terminate at the time the BBCRA Board selects a respondent, rejects all proposals, or otherwise takes action which ends the solicitation process.

11 Selection Criteria/Evaluation

Proposals will be scored based on the following criteria:

- a. Demonstrated Experience & Quality of Sample Work (30 points)
- b. Quality of Approach to Providing Services (20 points)
- c. Organizational Capability (20 points)
- d. Proposed Costs & Fee Schedule (25 points)
- e. Respondent is a Local Business, as defined in Paragraph 12. (5 points).

BBCRA staff will review each application according to established criteria and make recommendations to the BBCRA Board. The respondents may be asked to make presentations to the BBCRA Board. The BBCRA Board will consider BBCRA staff’s recommendations and the established criteria in their final decisions on the contract award.

If a contract is awarded, it shall be awarded by written notice to the respondent whose proposal is determined to be in the best interest of the BBCRA, after consideration of all factors, including the contents of the submitted proposal.

12. Local Business Preference

To provide locally owned and operated companies a competitive advantage when the BBCRA is procuring goods and services, preference will be given by the BBCRA to local businesses. A “Local Business” is any person, firm, partnership, company or corporation authorized to do business in Florida that has a valid business tax receipt issued by the City for at least one (1) year prior to the issuance of this RFP and a physical address within the City from which the respondent lawfully

performs and operates. Post Office Boxes or location at a postal service center shall not be used for the purpose of establishing physical address. All proposals must indicate whether or not respondent is a local business via submittal of **Attachment “E,” Local Business Preference Statement**.

13. Subcontractors

If a respondent intends to subcontract any portion of the scope of work for any reason, respondent must state the name and address of the licensed subconsultant and the name of the person(s) to be contracted on the enclosed **Attachment “I,” Subcontractors List**. For purposes of this RFP, an example of a subcontractor would be a photographer, videographer, website designer, or copywriter. The BBCRA reserves the right to accept or reject any or all proposals wherein a subcontractor is named, and to make the award to the respondent, who, in the opinion of the BBCRA, will be in the best interest of and/or most advantageous to the BBCRA. The BBCRA also reserves the right to reject a submission of any respondent if the proposal names a subcontractor who has previously failed in the proper performance of an award or failed to deliver contracts of a similar nature on time, or is not in a position to perform properly under this award. The BBCRA reserves all rights in order to make a determination as to the foregoing.

Respondent agrees that if selected to enter into a contract for graphic design services, respondent shall periodically throughout the term of the contract provide the BBCRA an updated list of all subcontractors working on the awarded scope of work.

14. Insurance Requirements

The successful respondent shall provide a certificate of insurance meeting the requirements of **Attachment “F,” Insurance Requirements**, prior to contract execution. The BBCRA reserves the right to ensure and require that the insurance coverages provided by the successful respondent 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 BBCRA determines that it is in its best interests to insist on an alternative insurance provider, it may do so and respondent (and subconsultants) agree to comply with the BBCRA's decision. The BBCRA 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 BBCRA further reserves the right, but not the obligation, to review and reject any insurer providing coverage on the respondent'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.

15. Execution of Agreement

a. Offer of Contract

Upon the BBCRA Board's selection of the successful respondent(s), the BBCRA will extend to said respondent (s) an offer to enter into graphic design services consultant contract. The terms and conditions of the contract are subject to negotiations, but shall not deviate substantially from the qualifications, fees, and costs identified by the successful respondent(s) in its proposal. The contract must be in a form approved by the BBCRA Board attorney and the BBCRA Board. A copy of the **Boynton Beach Community Redevelopment Agency Contractor Agreement** is included in this RFP as **Attachment “N.”**

b. CRA's Right to Withdraw

If for any reason a respondent and the CRA are unable to negotiate terms of the contract that are agreeable to both parties and execute the contract within 15 days of being provided a contract and a request to execute such contract, the CRA may in its sole and absolute discretion terminate negotiations with respondent and/or withdraw its offer of contract, and to move forward as it deems appropriate, which may include entering into contract negotiations with another respondent(s), RFP re-issuance, or electing not to award a contract at all. If another respondent is awarded the contract, this award shall bind such respondent as though he/she/it were the original successful respondent.

16. Preliminary Schedule

- | | |
|--|--------------------------------|
| a. RFP Issue Date: | June 11, 2021 |
| b. RFP Deadline to Submit Questions/Inquiries: | June 17, 2021, 5:00 p.m. (EST) |
| c. RFP Submission Deadline: | July 1, 2021, 2:00 p.m. (EST) |
| d. Award of RFP by the CRA Board of Commissioners: | July 13, 2021, 5:30 p.m. (EST) |

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

17. Disclosure and Disclaimer

Respondent understands and acknowledges that to the extent permitted by law, the BBCRA retains all rights, at its sole and absolute discretion, to:

- c. Withdraw this RFP at any time;
- d. Modify the schedule associated with this RFP;
- e. Issue addenda to this RFP;
- f. Request additional information, clarifications, or assurances from one or more respondents or prospective respondents;
- g. Reject any and all bids;
- h. Refrain from awarding an agreement as a result of this RFP;
- i. Verify the accuracy of any information provided;
- j. Accept bids that deviate from this RFP;
- k. Disqualify or reject bids that are incomplete, untimely, or unclear;
- l. Re-advertise this RFP and accept new proposals;
- m. Obtain economic feasibility studies or third-party evaluations with regard to any part of any bid;
- n. Evaluate the proposals through any process that complies with the BBCRA Procurement Policy, this RFP, and applicable Florida Statutes,
- o. Select the one or more successful proposals or respondents it deems will be in the best interests of the BBCRA, regardless of which bid appears to offer the best monetary value to the BBCRA;
- p. Waive any required element or condition found in this RFP for all proposals or for a specific proposal;
- q. Waive any formalities associated with this RFP;

- r. Accept any proposal in whole or in part, or accept any combination of proposals; and,
- s. Negotiate agreements, abandon or withdraw from negotiations, approve agreements, and take other similar actions as a result of this RFP.

Any respondent who submits a proposal in response to this RFP 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 RFP, the provisions of this disclosure and disclaimer shall govern. If respondent fails to fully comply with all requirements of this RFP, respondent's or respondents' proposal may be disqualified. Respondent(s) shall complete and include a signed Respondent(s) Acknowledgement and Compliance Statement exactly as shown in **Attachment "C," Respondent's Acknowledgement and Compliance Statement.**

18. Protests

The Bid Protest Policy is available upon request. Submittal of a proposal in response to this RFP constitutes acceptance of this policy.

19. Non-Discrimination

The selected respondent, on behalf of itself, its successors and its assigns, agrees that no person shall, on the ground of race, color, disability, national origin, religion, age, familial status, sex, or sexual orientation, be subjected to discrimination in any way that is associated with the RFP, the BBCRA, the proposal, any agreement resulting from this RFP, or the Project.

20. Permits, Taxes, Licenses and Laws

The successful respondent/contractor will be required to pay for and/or obtain, at its own expense, all permits, licenses, fees, and taxes required, and to comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to responding to the RFP and carrying out the Project.

21. Sensitive and Proprietary Information

The BBCRA will maintain the confidentiality of sensitive and proprietary information to the extent permitted by law. The BBCRA will consider all other information, documentation and other materials submitted in response to this RFP to be of non-confidential and or non-proprietary nature and the property of the BBCRA and therefore subject to public disclosure under Chapter 119 of the Florida State Statutes. If a respondent believes any portion of a proposal is exempt from public records disclosure, the bidder must identify the portion bid it believes it is exempt, state the reason for exemption, and request the BBCRA exempt it from public records disclosure. The BBCRA will exempt portions of a proposal from public records disclosure only to the extent permitted by law.

22. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity

for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

In order to qualify for consideration under this RFP, respondent must complete and attach **Attachment “J,” Public Entity Crimes Statement.**

23. Drug Free Workplace Certification

Preference shall be given respondent(s) with drug free work programs, under the standards described in Section 287.087, Florida Statutes. Whenever two (2) or more proposals that are equal with respect to price, quality and service are received by the BBCRA or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to receive such preference, the respondent shall complete and submit with its proposal the attached certification, **Attachment "K," Certification of Drug Free Workplace Program.**

24. Non-Scrutinized Entity

By submitting a proposal, respondent certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. Respondents must complete **Attachment “L,” Certification of Non-Scrutinized Entity.**

25. E-Verify

In any agreement resulting from this RFP, the respondent will be required to warrant, for itself and its subcontractors, compliance with all federal immigration laws and regulations that relate to their employees. Respondent agrees and acknowledges that the BBCRA is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 will apply to such an agreement.

“This established the end of the main document”

List of Attachments:

- A. Scope of Work – Boynton Beach Haunted Pirate Fest & Mermaid Splash and Additional Services
- B. Proposed Fee Schedule
- C. Respondent's Acknowledgement and Compliance Statement
- D. Addenda Acknowledgement
- E. Local Business Preference Certification Statement
- F. Insurance Requirements
- G. Respondent's Information and Past Performance
- H. Legal History
- I. Subcontractor List
- J. Public Entity Crimes Statement
- K. Certification of Drug Free Workplace Program
- L. Certification of Non-Scrutinized Entity
- M. Authorization for Release of Information.
- N. Boynton Beach Community Redevelopment Agency Contractor Agreement (*Provided for reference only - to be completed upon contract award by CRA Board*)

ATTACHMENT "A"

Scope of Work

I. Boynton Beach Haunted Pirate Fest & Mermaid Splash Printed Graphics:

- Design three I-95 electronic billboards 14'x48'
- Design utility bill Insert 8.5" x 11"
- Design promotional collateral – 6"x9" postcards & 12.5"x18.5" posters
- Design street signs – 4'x8' and 4'x4'
- Design a full-page ad 10"x 13" for the Delray Newspaper
- Design 8.5" X 11" Every Door Direct Mailer
- Design a full-page ad 7.25" x 9.5" for the Neighborhood News
- Design the Pirate Fest event map with the schedules of the performances
- Design two 36"x20" Pirates Fest banners
- Design two 4'x4' sponsorship event signs
- Design a quarter page ad 7.96" x 5" for the Coastal Star
- Design 8.5" X 14" Treasure Hunt brochure
- Design 8"x24" booth signage for businesses and sponsors
- Design two full page ads 10"x10.5" for the Gateway Gazette
- Design t-shirts for the event - One Pirates t-shirt pirates and one mermaids tank top
- Design one full page ad 9" x 11.5" for the Atlantic Current magazine
- Design a quarter page ad 3.7625"x 5.0125" Coastal Angler
- Design a bus wrap for the Recreation & Parks school bus 86"X 42.5" broken up in two parts 35.75" x 21.75" and 35.75" x 14.75"
- Design one 12.5" x 18.5" poster to promote the Pirate's Rebellion beer
- Design 8.5" X 11" multi-page sponsorship brochure (maximum ten pages)
- Design 8.5" X 11" multi-page community partnership packet (maximum ten pages)
- Design wayfinding event signage for up to twelve stages and activity areas.
- Design additional custom printed content to be used within event site to promote event, entertainment, vendors, BBCRA area businesses, activities, and community partners
- Design branded logo to match yearly theme of event (approximate size of 1800 pixels x 1600 pixels)

II. Boynton Beach Haunted Pirate Fest & Mermaid Splash Social Media Creative and Management:

Social Media Account

The BBCRA uses social media to inform the local and regional community of the upcoming Boynton Beach Haunted Pirate Fest & Mermaid Splash; to increase awareness of participating local businesses, to engage stakeholders in various aspects of the event, and to encourage an ongoing dialogue about the event. The BBCRA currently maintains a total of two (2) accounts on two (2) social networks. A minimum of three (3) weekly social media posts for each account comprised of a variety of creative mediums, such as video, photo sharing, contests, business promotion, custom graphics, etc. shall be provided for this task.

Check the following social media accounts for examples of desired content:

Facebook - @BBPirateFest @BoyntonBeachCRA
Instagram - @BBPirateFest @BoyntonBeachCRA

- Create branded social media graphics to be given to up to 30 participating BBCRA area businesses to assist with cross promotion of the event.

III. Boynton Beach Haunted Pirate Fest & Mermaid Splash & Boynton Beach CRA Website Updates

Websites: www.bbpiratefest.com and www.boyntonbeachcra.com

Assistance with adding updates related to participating businesses, entertainment, vendors, activities, sponsors, photos, etc. to the Boynton Beach CRA and Boynton Beach Pirate Fest & Mermaid Splash websites once a week or as needed.

IV. Creative and Copywriting for BBCRA newsletter, blogs, websites, radio ads, video scripts, and press releases

Email Newsletters

The BBCRA created an electronic newsletter as a way to bring awareness to the activities and important information regarding the BBCRA to its stakeholders. The newsletter is emailed to the BBCRA's iContact list of 2,613 subscribers on a quarterly basis, is posted on the agency's website, BBCRA managed blog – Boynton Beach Insider, and is shared through a link on the BBCRA social media sites. Assistance with creating a graphic and content to be included in one (1) issue of the Redevelopment Works newsletter.

Email Blasts

The BBCRA utilizes its iContact account to send out periodic email blasts to promote business promotional events and other promotional offers available through the agency. Assistance with creating two (2) custom templates to promote various aspects of the event.

Blog

The BBCRA utilizes the Boynton Beach Insider blog to share information about local businesses, agency initiatives, and event details. Assistance with writing content for a minimum of one (1) blog to promote the various aspects of the event in a unique and engaging manner.

- Create blog content to promote the various aspects of the event
- Create two (2) scripts to be used as content for a 30 second radio ad to promote the event
- Assist with creating scripts and creative content for up to four (4) Pirate Television (PTV) segments that are up to four minutes long.
- Assist with drafting content for a minimum of two (2) press releases and a minimum of one (1) blog.

V. Additional Services (Hourly Rate)

In addition to the above functions and services, the BBCRA may have a need for specialized marketing or promotional services, including photography, videography, printing, and website design and maintenance services. As it is not anticipated that the BBCRA will need these services on an ongoing or otherwise predictable basis, respondents are not required to submit a proposal for the services listed in this section. However, if a respondent can directly provide or assist in procuring these services through outside vendors or subconsultants, that should be indicated in the submittal along with an hourly rate.

ATTACHMENT "B"

Proposed Fee Schedule

DESCRIPTION OF SERVICES		AMOUNT (\$)
Boynton Beach Haunted Pirate Fest & Mermaid Splash Services (Flat Fee)		
1	Boynton Beach Haunted Pirate Fest & Mermaid Splash Graphic Design <i>(Attachment A, Section I)</i>	
2	Boynton Beach Haunted Pirate Fest & Mermaid Splash Social Media Management <i>(Attachment A, Section II)</i>	
3	Boynton Beach Haunted Pirate Fest & Mermaid Splash & Boynton Beach CRA Website Updates <i>(Attachment A, Section III)</i>	
4	Creative and Copywriting for BBCRA newsletter, blogs, websites, radio ads, video scripts, and press releases <i>(Attachment A, Section IV)</i>	
Total (Sum of Items 1-4 above)		
Additional As Needed Services (Hourly) <i>(Attachment A, Section V)</i>		\$_____ per hour

Respondent's Signature

Print Name

Title

Date

ATTACHMENT "C"

Respondent's Acknowledgement and Compliance Statement

Submit Proposals to: Boynton Beach Community Redevelopment Agency (BBCRA)
100 E. Ocean Avenue, 4th Floor, Boynton Beach, FL 33435

Release Date: June 11, 2021

Project Title: RFP FOR MARKETING, SOCIAL MEDIA, AND GRAPHIC DESIGN
SERVICES

Submittal Deadline: Proposals must be received in their entirety by the BBCRA

Proposals will be opened in the Boynton Beach Community Redevelopment Agency Office at 2:00 P.M. (EST) on the submission date unless specified otherwise.

The undersigned has read the BBCRA Request for Proposals (RFP) to provide marketing, social media, and graphic design services. On behalf of my organization, I agree to and accept the terms, specific limitations, and conditions expressed therein.

The undersigned agrees to honor the prices as provided in this proposal until such time a contract for marketing, social media, and graphic design services is executed pursuant to this RFP but not to exceed sixty (60) days following selection of the successful respondent to the RFP.

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

Name of Organization: _____

Respondent's Signature

Print Name

Title

Date

ATTACHMENT "D"

Addenda Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Request for Proposals (RFP)

**THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR
MARKETING, SOCIAL MEDIA, AND GRAPHIC DESIGN SERVICES**

By entering checking **YES** or **NO** in the space provided and indicating date received.

Addendum #1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date _____
Addendum #2	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date _____
Addendum #3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date _____
Addendum #4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date _____
Addendum #5	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date _____

RFP INFORMATION WAS OBTAINED FROM:

BBCRA Website Newspaper Ad City Hall Other, please specify:

Respondent's Signature

Print Name

Title

Date

ATTACHMENT "E"

Local Business Preference Statement

When seeking local business preference status, a respondent must complete and file a written statement as follows:

WRITTEN STATEMENT REQUESTING LOCAL BUSINESS STATUS

_____[OFFICER OF COMPANY] Under penalty of perjury, I certify: I am an authorized representative of _____[NAME OF COMPANY] (Respondent) and on behalf of the respondent request that it be deemed to be a local business for purposes of the RFP. The following answers accurately reflect the status of the business seeking local preference.

Answering yes to question 1 and question 2 will qualify the business as a local business. In support of this request I certify the following information as being true and correct:

Name of Business			
(1) Is the business located within the City limits of Boynton Beach, Florida?	Yes	No	Number of Years:
(2) Does the business have a business tax receipt issued in the current year?	Yes	No	Business License Number:
(3) Is the business registered with the Florida Division of Corporations?	Yes	No	

I understand that misrepresentation of any facts in connection with this request may be cause for disqualification of this proposal. I also agree the respondent is required to notify the BBCRA in writing should it cease to qualify as a local business.

Respondent's Signature

Print Name

Title

Date

ATTACHMENT "F"

Insurance Requirements

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

- A. Worker's Compensation Insurance to apply to all of the Contractor'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 \$1,000,000 minimum Property Damage Liability. Additionally, coverage shall also include \$1,000,000 aggregate on products and completed operations; \$2,000,000 general aggregate.

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. Broad form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
4. Personal Injury Coverage with employee and contractual exclusions removed.

- 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

- D. Professional Liability Insurance with minimum limits per occurrence applicable to BBCRA projects as follows:

	<u>Contract Cost Range</u>	<u>Limit</u>
1.	\$0 - \$99,000	\$ 250,000
2.	100,000 - 299,000	500,000
3.	300,000 - 499,000	750,000
4.	500,000 – Above	1,000,000

Coverage shall be afforded on a form acceptable to the BBCRA. Contractor shall insure that subcontractors used for any portion of the project maintain adequate levels of Professional Liability Insurance.

- E. The BBCRA shall be named as an additional insured on the Contractor's policies and a waiver of subrogation shall be provided for all policies.

Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

ATTACHMENT "G"

Respondent's Information and Past Performance

Business Name: _____

Street Address: _____

Mailing Address (if different): _____

City, State, Zip Code: _____

Telephone No. _____ : Fax No: _____

Email Address of Contact Person: _____

Position/Title of Contact Person: _____

Ownership Status - Is the company currently for sale or involved in any transaction to expand or to be acquired by another business entity? If yes, please explain the impact to the organization and management efforts.

Age of Organization – In continuous business since: _____

Leadership - List Corporate Officers, Principals, Partners or owners of your Organization with titles and addresses. If a publicly held company, list Chairman of the Board, CEO, and President:

Federal Identification No.: _____

State of Incorporation & Registration No.: _____

If not a corporation, explain your status:

JOINT PROCUREMENT, CO-OPERATIVE PURCHASING AGREEMENT: Will extend same price, terms, and conditions of this response to other CRAs; Palm Beach, Martin, and Broward County governmental entities and agencies.

Yes No

Professional References:

Provide three (3) verifiable professional references within the last five (5) years:

	Contact Name/Company Address/Telephone/Email	Scope of Work/Contract Amount	Dates of Services
1.			
2.			
3.			

ATTACHMENT "H"

Legal History

Legal History:

Has Respondent been involved with any litigation within the past four (4) years?

Yes No

If Yes, list all civil and criminal legal actions as required by Paragraph 7f. Attach additional pages if necessary.

Case Number	Description	State	Disposition

Respondent's Signature

Print Name

Title

Date

ATTACHMENT "I"

Subcontractor List

Respondent(s) are to submit a detailed listing of any subcontractor participation of any portion of this project for any reason. Attach additional pages if necessary.

Project Title: MARKETING, SOCIAL MEDIA, AND GRAPHIC DESIGN SERVICES RFP

Issuance Date: June 11, 2021

Respondent(s)' Name: _____

Name/Address/Phone of Subcontractor	Type of Work to be Performed	Hourly Rate	Flat Rate Amount
Name:			
Address:			
Phone/Email:			
Name:			
Address:			
Phone/Email:			
Name:			
Address:			
Phone/Email:			

ATTACHMENT "J"

Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not: submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; submit a bid proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; submit bids, proposals, or replies on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; or transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

As the person authorized to sign the Statement, I certify that Respondent has not been placed on the convicted vendor list within the past 36 months and complies fully with the above requirements.

Respondent's Signature

Print Name

Title

Date

ATTACHMENT "K"

Certification of Drug Free Workplace Program

I certify that _____, the Respondent responding to this RFP, maintains a drug-free workplace program, and that the following conditions are met:

(1) Respondent publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying the actions that will be taken against employees for violations of such programs.

(2) Respondent informs employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Respondent gives each employee engaged in providing the commodities or contractual services included in this RFP a copy of the statement specified in Subsection (1).

(4) In the statement specified in Subsection (1), Respondent notifies the employee that, as a condition of working in the commodities or contractual services covered under this RFP, he/she will abide by the terms of the statement; and will notify the employer (Respondent) of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Respondent imposes a sanction on, or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is convicted.

(6) Respondent makes a good faith effort to continue to maintain a drug-free workplace through implementation of this Section 287.087, Florida Statutes.

As the person authorized to sign the statement, I certify that Respondent complies fully with the above requirements.

Respondent's Signature: _____ Date _____

Name & Title (typed) _____

ATTACHMENT "L"

Certification of Non-Scrutinized Entity

_____, as Respondent, hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the BBCRA determines that this certification is falsified or contains false statements, or that Respondent is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the submittal of the proposal or the execution of any agreement arising out of this RFP, the BBCRA may disqualify the proposal and/or terminate the agreement.

Respondent's Signature: _____ Date _____

Name & Title (typed) _____

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____ 2021, by _____ who is personally known to me or who has respectively produced _____ as identification and did not take an oath.

Notary Public: _____

Print Name: _____

Commission No: _____

(Seal)

My Commission Expires: _____

ATTACHMENT "M"
AUTHORIZATION FOR RELEASE OF INFORMATION

To whom it may concern:

The undersigned hereby authorizes you to release to the Boynton Beach Community Redevelopment Agency (BBCRA) or the City of Boynton Beach any information in your possession regarding the undersigned either of a professional or personal nature including the statement of your opinions with regard to the undersigned's professional credibility and personal character, or of the respondent identified below.

The undersigned also authorizes you to release to the Boynton Beach Community Redevelopment Agency (BBCRA) any information in your possession regarding the business identified as "respondent" below.

By: _____

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____ 2021, by _____ who is personally known to me or who has respectively produced _____ as identification and did not take an oath.

Notary Public: _____

Print Name: _____
Commission No: _____
My Commission Expires: _____

(Seal)

Name: _____
Home Address: _____
Business Telephone Number: _____
Fax Number: _____
Respondent (Business) Name: _____

ATTACHMENT “N”

**BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
CONTRACTOR AGREEMENT**

This Contractor Agreement (hereinafter “Agreement”) is made by and between _____ (hereinafter the “Contractor”) and the **Boynton Beach Community Redevelopment Agency**, a municipal corporation located at 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435 (hereinafter the “CRA”) (collectively the “parties”).

In consideration of the mutual covenants and promises set forth herein, the sufficiency of which both parties acknowledge, the parties agree as follows:

1) Notice and Contact.

Contact Person for the Contractor: _____

Business Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Contact Person for CRA (hereinafter “Program Coordinator”):

Name: Mercedes Coppin

Address: 100 E. Ocean Avenue, 4th Floor, Boynton Beach, FL 33435

Email Address: CoppinM@bbfl.us

Telephone Number: (561) 600-9097

Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the persons listed above as the respective places for giving of notice.

2) Description of Contractor Services:

The Consultant will perform the graphic design services as described in the Scope of Work (attached hereto as Exhibit “A” and hereby incorporated herein), and Consultant’s Proposed Fee Schedule (attached hereto as Exhibit “B” and hereby incorporated herein). The CRA may make additions, deletions, or other changes the Scope of Work at any time. Any additions to the Scope of Work will be consistent with the *Request for Proposals (RFP) to Provide Marketing, Social Media, and Graphic Design Services for the Boynton Beach*

Community Redevelopment Agency (CRA) on an Annual Basis issued by the CRA in June, 2021 and Consultant's Proposed Fee Schedule (Exhibit "B"). The obligations of the Consultant described in this paragraph shall be referred to in this Agreement as the "Consultant Services."

In the event of a conflict between Consultant's Proposed Fee Schedule (Exhibit "B") and another term in this Agreement, the terms outside of Consultant's Proposed Fee Schedule shall control.

3) Effective Date; Termination; Approximate Length of Contractor Services.

This Agreement will become effective at the date and time that the last party signs this Agreement ("Effective Date"). Unless renewed pursuant to Paragraph 4 below, this Agreement will automatically terminate one year after the Effective Date, or after the performance of all the Contractor Services and final payment by the CRA, whichever occurs later. Nothing in this paragraph shall be construed so as to affect the CRA's right to cancel or postpone the Contractor Services pursuant to this Agreement.

4) Renewal. Prior to the termination of this Agreement, the CRA may, at its option, renew this Agreement for three (3) additional one-year terms under the same terms and conditions of the Agreement by providing written notice of renewal to Contractor. The renewed Agreement shall be effective with the mutual agreement of both parties.

5) Location. The location for the Contractor Services shall be described in paragraph 2), Description of the Contractor Services ("Location").

6) Compensation. The CRA shall pay the Consultant for the performance of the Consultant Services in an amount not to exceed _____ and 00/100 Dollars (\$_____.00) for the Boynton Beach CRA creative marketing and business promotions campaign as described in the Scope of Work, attached hereto as Exhibit "A". Payment for each individual campaign shall not exceed the amount described for each individual task in Exhibit "B". Additional services as described in Sections V of the Scope of Work in Exhibit "A" shall be provided at a rate of ____ and 00/100 Dollars (\$__.00) per hour. Consultant shall provide the CRA with a cost estimate for each additional service provided at the hourly rate. Written approval from the CRA shall be required prior to commencement of any additional services. The compensation described in this paragraph shall be referred to in this agreement as the "Compensation." In the event of additions, deletions, or other changes to the Scope of Work as described in Paragraph 2 of this Agreement, the amount of Compensation may be adjusted, but the hourly rate of ____ and 00/100 Dollars (\$__.00) per hour shall not be adjusted without an amendment to this Agreement subject to CRA Board approval.

7) Form of Payment of Compensation. All payments of Compensation shall be made in the form of a CRA check made payable to: _____. The final payment shall be made within 30 days after submittal of an invoice for Contractor Services and all Contract Documents (as required under paragraph 19) CRA to Own Materials), in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Contractor, either wholly or in part, and no Payment shall be construed to be an acceptance of or to relieve the Contractor of liability for the faulty or incomplete rendition of the Contractor Services.

8) Equipment, Etc. All equipment, transportation, set-up, and break-down, and anything else necessary to provide the Contractor Services shall be provided by and at the expense of the Contractor. The Contractor shall leave the location in such condition that it is immediately usable by the intended user and/or the public. The CRA shall not be responsible for any equipment or other property of the Contractor brought to or left on the property.

- 9) Personnel.** Contractor represents that Contractor has, or will secure, all necessary personnel required to perform the Contractor Services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the CRA. All of the Contractor Services shall be performed by the Contractor, or under Contractor's supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed or permitted under state and local law to perform such Contractor Services. Contractor warrants that all Contractor Services shall be performed by skilled and competent personnel in accordance with all applicable federal, state, and local professional and technical standards.
- 10)Subcontractors.** Future addition or replacement of Subcontractors may be allowed subject to approval of the Project Coordinator. The Contractor agrees that he is as fully responsible to the CRA for the acts and omission of his subcontractors and of persons either directly or indirectly employed by them, as he/she/it is for the acts and omissions of persons directly employed by them. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the CRA.
- 11)Cancellation.** The CRA reserves the right to cancel or postpone the performance of the Contractor Services or terminate this Agreement for any reason. The CRA shall not be liable to Contractor for payment for any Contractor Services not yet rendered, but shall be liable for payment of goods received and accepted by the CRA and Contractor Services rendered and accepted by the CRA prior to the date of notice of cancellation.
- 12)Default.** The failure of the Contractor to comply with the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. If the Contractor fails to cure the default within seven (7) days of notice from the CRA or prior to the next event for which Contractor Services are anticipated, whichever is sooner, the CRA may terminate this Agreement and refuse payment of compensation accordingly. The CRA may, at its option, substitute another contractor for Contractor in the event Contractor defaults on and breaches this Agreement. Nothing in this paragraph shall be construed as a limitation on any damages the CRA may incur or is entitled to as a result of Contractor's breach or default. If the CRA breaches the Agreement, the CRA shall have seven (7) days from the receipt of written notice of such breach to cure the breach.
- 13)Waiver.** The CRA shall not be responsible for any property damages or personal injury sustained by the Contractor from any cause whatsoever related to the Contractor Services of this Agreement, whether such damage or injury occurs before, during, or after the performance of the Contractor Services. The Contractor hereby forever waives, discharges, and releases the CRA, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by the Contractor.
- 14)Indemnification.** The Contractor shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment (including equipment installation and removal) of the Contractor. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require Contractor to indemnify the CRA for its own negligence, or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

15)No Transfer. The Contractor shall not subcontract, assign, or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or for-profit corporation, or other entity without express, written, prior permission from the CRA.

16)Time is of the Essence. The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.

17)Insurance. The Contractor shall obtain all insurance required by the CRA and provide proof thereof at least 7 days prior to the performance of the Contractor Services, and include, along with an executed copy of this Agreement, a Certificate of Insurance (“COI”). Insurance requirements may be found in “Attachment C,” which is hereby incorporated herein. The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Contractor Services or this Agreement. The CRA is to be included as “Additional Insured” with respect to liability arising out of services performed by the Contractor by or on behalf of the CRA or acts or omission of the Contractor in connection with providing Contractor Services pursuant to this Agreement. The Certificate must include the following additional insured language:

**Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue, 4th Floor
Boynton Beach, Florida 33435**

18)Tax Forms. The Contractor shall provide the CRA with completed W-9 forms in order receive Payment. The CRA shall provide the Contractor with an IRS Form 1099 where required under law. The Contractor further acknowledges that the CRA is neither paying Social Security benefits nor withholding taxes from the Contractor’s compensation for the Contractor Services. The Contractor assumes all liability and responsibility for payment of the Contractor’s (and the Contractor’s individual members) own FICA and Social Security benefits and all taxes resulting from this Agreement.

19)No Discrimination. The Contractor shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, familial status, gender identity, gender expression, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

20)CRA to Own Materials. The Contractor agrees that the CRA shall be the owner of all materials and other documents created by the Contractor on behalf of the CRA as part of its performance of the Contractor Services. Any and all documents, videos, audio files, files, reports, programs, developments and innovations, whether written or electronic, which are developed, maintained, utilized or conceived by Contractor during the term of this Agreement and in the course of the performance of Contractor Services hereunder (“Contract Documents”) shall be the exclusive property of the CRA and shall be submitted to the CRA along with the final invoice in a format acceptable to the CRA; and Contractor hereby assigns all right, title and interest in same Contract Documents to the CRA.

21)No Partnership, Etc. The Contractor agrees nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that the Contractor is an (a) independent Contractor(s) and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance of Contractor Services; and that Contractor is an independent contractor and not an employee of the CRA for all purposes including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the

provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance Law. The Contractor will exercise its own judgment in matters of safety for itself and its employees and subcontractors. The Contractor attests that all personnel that will be performing the Contractor Services are covered under a current personal accident and/or personal health insurance policy.

22)No Infringement. The Contractor represents that in performing the Contractor Services under this Agreement, the Contractor will not infringe on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Contractor or appearance as part of the Contractor Services is an infringement on the property right, copyright, patent right, or other rights, the Contractor will indemnify the CRA against any and all loss, damages, costs, attorney fees or other loss whatsoever. The Contractor shall not use the CRA's logos, or marks without the CRA's prior written approval.

23)Entire Agreement. This Agreement represents the entire and sole agreement and understanding between the parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

24)Counterparts and Transmission. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

25)Agreement Deemed to be Drafted Jointly. This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

26)Governing Law, Jurisdiction, and Venue. The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the parties expressly agree and submit.

27)Independent Advice. The parties declare that the terms of this Agreement have been read and are fully understood. The parties understand that this is a binding legal document, and each party is advised to seek independent legal advice in connection with the matters referenced herein.

28)Severability. If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties. To that end, this Agreement is declared severable.

29)Voluntary Waiver of Provisions. The CRA may, in its sole and absolute discretion, waive any requirement of the Contractor contained in this Agreement. No waiver by the CRA shall be deemed a continuing waiver unless expressly stated in writing, and no action or inaction by the CRA shall be deemed

a waiver. All waivers by the CRA must be expressly stated in writing. The Contractor may waive any requirements of the CRA contained in this Agreement.

30)Public Records. The CRA is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the CRA to perform the Contractor Services described in this Agreement.
- b. Upon request from the CRA's custodian of public records, 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.
- c. 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.
- d. Upon completion of the contract, 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 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's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435; or SimonM@bbfl.us.

The Contractor also understands that CRA may disclose any document in connection with performance of the Contractor Services or this Agreement, so long as the document is not exempt or confidential and exempt from public records requirements.

31)Agent. If this Agreement is signed by the Contractor's agent, the agent warrants that he/she is duly authorized to act on behalf of the Contractor, that he/she is authorized to enter into this Agreement, and that the agent and Contractor are jointly and severally liable for any breach of this Agreement.

32)Propriety. Contractor understands that it is creating material for a public agency that will be displayed to a public audience, and while performing the Contractor Services shall refrain from creating or delivering products that contain vulgar, obscene, profane, or otherwise objectionable imagery or language that, as determined in the sole discretion of the CRA, frustrates the intended use of the product. The CRA has sole and absolute discretion as to the content and propriety of the Contractor Services and may deem certain content inappropriate for the CRA's intended use. The Contractor shall have exclusive control of the Contractor Services provided by the Contractor, including the method, manner, and means of executing the Contractor Services.

- 33)Limitation of liability.** To the extent permitted by law, the CRA’s liability for all matters that occur as a result of, arise out of, or are otherwise related to this Agreement, including negligent, grossly negligent, or willful misconduct or omission, shall be limited to the amount of Compensation or the direct out-of-pocket damages actually incurred, whichever is less.
- 34)Funding.** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the CRA. In the event funds to finance this Agreement become unavailable, the CRA may terminate this Agreement upon no less than twenty-four (24) hours’ notice to Consultant. The CRA shall be the sole and final authority as to the availability of funds. The CRA shall pay Consultant for goods received or services rendered prior to the date of termination.
- 35)Force Majeure.** Neither party shall be deemed to be in breach of this Agreement if either party is prevented from performing any obligations required of it by reason of boycotts, shortages of materials, labor disputes, embargoes, acts of God, epidemic, pandemic, acts of public enemy, acts of superior governmental authority, floods, riots, foreign or civil wars, rebellion, terrorism, sabotage by third parties, or any other similar circumstances for which it is not reasonably responsible and which are not within its control.
- 36)Attorney’s Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, each party shall be responsible for its own attorneys’ fees and costs.
- 37)Compliance with Laws.** In the performance of the Contractor Services under this Agreement, the Contractor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations, including ethics and procurement requirements.
- 38)E-Verify.** Contractor warrants for itself and its subcontractors that Contractor and all subcontractors are in compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the CRA is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Contract. Notwithstanding any other provisions in this Agreement, if the CRA has a good faith belief that Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this contract, the CRA shall terminate the contract. If the CRA that has a good faith belief that a subcontractor knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the CRA shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the CRA as a result of the termination of a contract based on Contractor’s failure to comply with E-verify requirements referenced herein.
- 39)Non-Scrutinized Company.** Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the CRA determines that this certification is falsified or contains false statements, or that Contractor is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the execution of the Agreement, the CRA may terminate the Agreement.
- 40)Agreement Non-Exclusive.** Contractor shall be free to contract for similar services to be performed for other entities or persons while under contract with the CRA. The provision of services provided for herein

is non-exclusive. The CRA in its sole and absolute discretion may retain additional entities or persons to perform the same or similar work

41)Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.

42)Survival. The provisions of this Agreement regarding infringement, indemnity, waiver, insurance, agents, and cancellation shall survive the expiration or termination of this Agreement and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____ Date: _____
Print Name: Steven B. Grant, Chair

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 2021, by _____
_____. Such person (Notary Public must check applicable box):
 is personally known to me produced their current driver license produced
_____ as identification.

(NOTARY PUBLIC SEAL) Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.:

My Commission Expires:

By: _____ Date: _____
Print Name: _____

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 2021, by _____
_____. Such person (Notary Public must check applicable box):
 is personally known to me produced their current driver license produced
_____ as identification.

(NOTARY PUBLIC SEAL) Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.:

My Commission Expires:

EXHIBIT "A"
SCOPE OF WORK

EXHIBIT “B”

FEE SCHEDULE (INSERT CONSULTANT’S PROPOSAL)

EXHIBIT “C”

INSURANCE REQUIREMENTS

- A. Worker’s Compensation Insurance to apply to all of the Contractor’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 \$1,000,000 minimum Property Damage Liability. Additionally, coverage shall also include \$1,000,000 aggregate on products and completed operations; \$2,000,000 general aggregate.

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. Broad form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
4. Personal Injury Coverage with employee and contractual exclusions removed.

- 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

- D. Professional Liability Insurance with minimum limits per occurrence applicable to CRA projects as follows:

	<u>Contract Cost Range</u>	<u>Limit</u>
1.	\$0 - \$99,000	\$ 250,000
2.	100,000 - 299,000	\$ 500,000
3.	300,000 - 499,000	\$ 750,000
4.	500,000 – Above	\$ 1,000,000

Coverage shall be afforded on a form acceptable to the CRA. Contractor shall insure that subcontractors used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

- E. The BBCRA shall be named as an additional insured on the Contractor’s policies and a waiver of subrogation shall be provided for all policies.

Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

EXHIBIT "D"

RENEWAL AGREEMENT

The Contractor Agreement dated _____ (the "Agreement") is hereby renewed and amended through this Renewal Agreement made by and between _____ ("Contractor") and the **Boynton Beach Community Redevelopment Agency**, located at 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435 (hereinafter the "CRA") (collectively the "parties").

WHEREAS, the parties previously entered into the Agreement; and

WHEREAS, the CRA is in need of Contractor Services beyond the termination date of the original Agreement; and

WHEREAS, the Agreement provides that the CRA may renew the Agreement to allow for a total period of three years; and

WHEREAS, the parties desire to renew the Agreement under the same terms and conditions except as expressly altered herein;

WHEREAS, this Renewal Agreement will continue to be in furtherance of the CRA Plan;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both parties acknowledge, the parties agree as follows:

- I. **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.
- II. **Renewal of the Agreement.** The Agreement is hereby renewed for a period of _____ year(s). The renewal is subject to the amendments to the Agreement contained in this Renewal Agreement.
- III. **Alteration of Terms.** The terms of the Agreement remain in full force and effect, except for those terms explicitly amended by this Renewal Agreement. Amendments to the Agreement are shown as follows: additions are shown in underlined format; deletions are shown in strikethrough format. Specifically, the paragraphs and subparagraphs from the Agreement identified below shall be amended as follows:
 - a. **Dates and Times Amended.** The following dates and times in the Agreement are amended as follows:
 - i. **INSERT**
 - b. **Other AMENDMENTS GO HERE.**
- IV. **Effective Date of Renewal Agreement.** This Renewal Agreement will become effective at the date and time that the last party signs this Renewal Agreement with the services being renewed the day after the prior period's end date to ensure no lapse in the Contractor Services. The Agreement, as amended by and including this Renewal Agreement, will automatically terminate after the performance of the Contractor Services and payment by the CRA, or on _____, 202_, whichever occurs last.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be executed on the day and year written below:

By: _____

Authorized Representative for Contractor

Print Name: _____

Witness _____

Date: _____

Date: _____

By: _____

Authorized Representative for CRA

Print Name: _____

Witness _____

Date: _____

Date: _____

EXHIBIT "E"

AMENDMENT TO CONTRACTOR SERVICES

This Agreement to Amend the Contractor Agreement (hereinafter "Amendment") is made by and between _____ (hereinafter "Contractor") and the **Boynton Beach Community Redevelopment Agency**, located at 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435 (hereinafter the "CRA") (collectively the "parties").

WHEREAS, the parties previously entered into the Contractor Agreement dated (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the "Attachment A: Contractor Services"

WHEREAS, the Agreement provides that the parties may amend "Attachment A: Contractor Services,"

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both parties acknowledge, the parties agree as follows:

- I. Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.
- II. Amendment of Attachment A.** The "Attachment A: Contractor Services" that was attached to the Agreement is hereby deleted in its entirety and replaced with the document attached hereto as "Revised Attachment A: Contractor Services." Commencing on the date this Amendment is executed by both parties, for all purposes related to the Agreement, the term "Contractor Services" shall refer to the obligations of Contractor as described in the attached "Revised Attachment A: Contractor Services."
- III. Amendment to Paragraph 6) Compensation.** Paragraph 6) Compensation of the Agreement is hereby deleted in its entirety and replaced with the following:

6) Compensation. The CRA shall pay the Contractor an amount not to exceed \$_____ (hereinafter, [TO BE INSERTED])

(Payment of deposit, additional payment, and balance described above (including payment of any part thereof, such as for goods received or services rendered), are individually and collectively referred to in this Agreement as "Payment.")

- IV. No Other Alteration of Terms.** Except for those terms explicitly amended by this Amendment, the terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year written below.

By: _____

Authorized Representative for Contractor

Print Name: _____

Witness _____

Date: _____

Date: _____

By: _____

Authorized Representative for CRA

Print Name: _____

Witness _____

Date: _____

Date: _____