

VENDOR CONTRACT NO. 2024 Vendor - 12017

BETWEEN

CAREERSOURCE BROWARD

AND

ZIP IN MEDIA PRODUCTIONS, LLC

FOR

VIDEOGRAPHY SERVICES

This is not a Contract for Research and Development

UEI #				
FEDERAL AWARDING AGENCY	U.S. DOL, HHS			
TOTAL FEDERAL AWARD	\$13,161,439			
FEDERAL AWARD IDENTIFICATION # (FAIN)	ALN (CFDA) #	FDA/CSFA Title	FEDERAL AWARD DATE	TOTAL FEDERAL AWARD
245FL412Q7503	10.561	SNAP	10/1/2023	\$234,533
G-2001FLTANF	93.558	TANF	10/1/2023	\$2,897,485
23A55AT000009	17.258	WIOA Adult	7/1/2023	\$2,666,135
23A55AW000012	17.278	WIOA DW	7/1/2023	\$3,077,844
23A55AY000003	17.259	WIOA Youth	4/1/2023	\$2,324,084
23A55WP000018	17.207	WP	7/1/2023	\$1,273,356
24555DV000065	17.801	LVER/DVOP	10/1/2023	\$123,002
23A60UR000036	17.225	RESEA	1/1/2023	\$565,000
PASS THROUGH ENTITY	FL. Department of Commerce			
CONTRACTING OFFICER	Carol Hylton, President/CEO			
CONTACT INFORMATION	CareerSource Broward 2890 W. Cypress Creek Road Ft. Lauderdale, FL 33309			

This Contract is fully supported by the Employment and Training Administration of the U.S. Department of Labor and Personal Responsibility and Work Opportunity Reconciliation Act is fully supported by the Department of Health and Human Services which together total \$13,161,439 with funds from the federal funding streams listed above. Pursuant to the Steven's Amendment 100% of the funds support this program are federal funds.

VENDOR CONTRACT NO. 2024 Vendor - 12017

BETWEEN

CAREERSOURCE BROWARD

AND

ZIP IN MEDIA PRODUCTIONS, LLC

THIS CONTRACT NO. 2024 Vendor - 12016, entered into the 16th day of April, 2024, by and between CAREERSOURCE BROWARD hereinafter referred to as "CSBD", the administrative entity and fiscal agent for the CareerSource Broward Council of Elected Officials and the Broward Workforce Development Board, Inc., hereinafter the "BWDB" having its principal office at 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309 and ZIP IN MEDIA PRODUCTIONS, LLC, hereinafter referred to as a "CONTRACTOR", existing under and by virtue of the laws of the State of Florida as a for profit corporation having its principal office at 4101 Ravenswood Rd. #311, Fort Lauderdale, FL 33312, to begin on the date this Contract is executed by the parties.

RECITALS:

WHEREAS, CSBD has a need to market and outreach to economically disadvantaged and dislocated adults and youth regarding the availability of scholarships for training in Broward County, Florida by educating them regarding career opportunities in demand occupations; and

WHEREAS, the CSBD governing boards determined that career exploration videos that can be posted on the CSBD website and be made available to CSBD one-stop partners and providers to inform and educate them regarding demand occupations and CSBD funded training program; and

WHEREAS, the CSBD governing boards approved the release of a request for quotes for videography services to produce career exploration videos; and

WHEREAS, CSBD issued a Request for Quotes on January 29, 2024; and

WHEREAS, Contractor submitted a response to the Request for Quotes and was selected by a Broward Workforce Development Review Committee; and

WHEREAS, CSBD wishes to retain Contractor to provide videography services, as outlined in this Contract; and

WHEREAS, Contractor has agreed to provide CSBD with said services, as more fully set forth below;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follow:

1. DESCRIPTION OF THE VIDEOGRAPHY SERVICES TO BE PROVIDED

1.1 Contractor shall produce two videos, each showcasing the diverse career paths within a demand occupation to be selected by CSBD. This shall include:

- a. A “kick off” meeting with Contractor to develop and agree to a timeline for the project and the elements necessary to produce the videos. During the “kick off” meeting Contractor and CSBD shall agree to a written sign off process for each element in the production of the video so that it is clear when approval has been provided by CSBD to continue to the next step in the process.
- b. Script development which should take no longer than three (3) weeks following the kick off meeting. During this time Contractor shall outline the message, develop and write the script for each video, and submit to the CSBD designated staff person for review and approval which shall be provided within five (5) business days of submission of the script to CSBD.
- c. Storyboarding so that the script can be visualized. Upon completion CSBD shall be consulted to assure that the Script and Storyboard sequencing are agreed to by the parties.
- d. Selection of industry professionals. Contractor shall provide at least three choices with respect to each professional in each gender to CSBD which shall have final say with respect to the individuals selected.
- e. Scouting of filming locations which shall be coordinated with the CSBD individual designated as the point person for communicating with Contractor.
- f. Scheduling of up to 2 days of filming per video. Scheduling shall be coordinated with CSBD and the CSBD point person or their designee shall be present at the filming.
- g. Direction and production of the two (2) videos to include:
 - i. Capturing high-quality interviews and activities in line with the storyboard.
 - ii. Creation of animations to clarify concepts and add visual interest
 - iii. Gathering of B-roll footage.
- h. If Contractor incorporates digital photographs into the preparation or completion of the project Contractor shall provide CSBD copies of the digital photographs.

1.2 Post-production activities shall be completed three (3) weeks following completion of filming. This includes creating a cohesive story by combining:

- a. All footage
- b. Interviews
- c. Animations
- d. Adding captions for accessibility which shall be reviewed and approved by CSBD taking into consideration the possible addition by CSBD of foreign language captions.
- e. Incorporating music and sound effects to enhance depth which shall be shared with CSBD prior to finalizing and final music selections and sound effects shall be approved by CSBD.
- f. Inserting titles and data visualizations for clarity. The titles and data visualization shall be approved by CSBD.
- g. Contractor shall maintain contact with CSBD at each step of post-production activities prior to delivery of first cut of the entire video in accordance with section

1.3 Review and Final Delivery which includes:

- a. CSBD review and feedback
- b. Editing in response to CSBD comments and feedback
- c. Final revisions
- d. Finalization and preparation of the videos in various formats for distribution.
- e. CSBD shall have at least three (3) opportunities to provide feedback and review before the videos are finalized as a part of the Final Delivery process.

1.4 Contractor shall provide the videos in the formats listed below and which shall allow CSBD to edit and/or create additional reels in-house.

- a. MP4
- b. MPEG-4
- c. .MOV

1.5 Contractor shall provide one (1) copies of the videos in each possible format.

1.6 Contractor shall post their progress in the production of the videos on their **VIMEO** platform designed to track the projects and which allows for communication among multiple team members and with CSBD.

- a. Contractor shall provide CSBD with access to **VIMEO** during the period of development through delivery of the videos.
- b. Additional communications shall be through phone calls, screen shares, and **ZOOM**.
- c. CSBD shall establish a single point of contact for the project however final approval of the product shall be through written approval by the CSBD President/CEO.

2. DELIVERABLES: ACCEPTANCE OF DELIVERABLES

2.1 Contractor will notify CSBD when a video is completed and will deliver the video(s) to CSBD in the formats specified herein for CSBD's acceptance in accordance with the terms of Article 1.

2.2 Inspection. After delivery of each video, CSBD will have 5 business days to inspect the deliverable to verify that it conforms in all respects to the specifications as stated herein.

2.3 Rejection Notice. If CSBD reasonably determines in good faith that the deliverable does not conform to the specifications or does not otherwise pass applicable acceptance criteria CSBD will notify Contractor in accordance with the notice section under this Contract setting forth a description of the nonconformities in the video(s) ("Rejection Notice").

- a. In the event of receipt of a Rejection Notice, Contractor and CSBD shall meet and confer to agree in good faith on the timing for Contractor to remedy the nonconformities set forth in the Rejection Notice. When Contractor remedies the nonconformities.
- b. Contractor will redeliver the video(s) to CSBD and CSBD will again review the deliverable for acceptance or rejection in accordance with this Section.

2.4 Remedies. If CSBD reasonably determines in good faith that Contractor will be unable to correct all nonconformities in one or both of the videos, CSBD will have the option, by delivering written notice to such effect to Contractor, to terminate the agreements.

3. RELEASES AND RIGHTS IN THE PRODUCTS

3.1 Contractor shall be responsible for their personnel including subcontractors and subcontractors' personnel who contribute to the project as well as any other parties participating in the project at the direction of or by the request of Contractor.

3.2 Contractor hereby grants the following rights and permissions to CSBD:

- a. CSBD shall have the absolute right and permission to take, use, reuse, publish, and republish the video and/or photographic images clips, or snippets (in any media whether electronic, digital, recorded or otherwise) in whole or in part and of the individuals recorded or photographed, including any minors, or in which any minor may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with the adult's or minor's own or a fictitious name, or reproductions of such videos or photographs in color or otherwise, made through any medium and in any and all media now or in the future without limitation and to share any of the material described above, as CSBD sees fit, without limitation.
- b. Contractor consents to the digital compositing or distortion of any such media, including without restriction any changes or alterations as to color, size, shape, perspective, context, foreground or background.
- c. Contractor releases, discharges, and agrees to hold harmless and defend CSBD, its legal representatives or assigns, and all persons acting under its permission or authority or those for whom CSBD is acting, from any liability by virtue of any reason in connection with the making and use of such videos or photographs, including blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said recording or picture or in any subsequent processing thereof, as well as any publication of them, including without limitation any claims for libel or violation of any right of publicity or privacy.
- d. Copyrights, Trademarks, Patents, Rights in Data
 - i. In addition to the above Contractor agrees that CSBD, the State of Florida, and the federal government shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use the videos, or composites whether copyrighted or patented or rights in data in any copyright, patent, work, or invention or video, photograph or composite developed in whole or in part with funds paid to Contractor under this contract or any amendment hereto.
 - ii. CSBD may utilize products as described in paragraphs "a" above in conjunction with any fee for service activities developed or operated by CSBD.

- iii. Contractor agrees to comply with this section regardless of whether or not a copyright, patent or trademark has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other materials or part thereof developed in whole or in part with funds made available under this Contract.
- iv. Any breach of this section shall entitle CSBD to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property, videos, photographs or any composites or other similar materials or part thereof and such other damages including punitive damages as a court may award.
- e. Contractor hereby warrants that they have legal authority to make such an agreement with respect to the release(s) on behalf of any personnel of Contractor as well as any other parties participating in the production of the videos at the direction of or by the request of Contractor or any minor present in connection with the Services.
- f. This release shall be binding upon the Contractor, and Contractor's respective heirs, legal representatives, and assigns.

4. COMPENSATION

4.1 Maximum Fee

- a. The maximum fee to be paid shall be Thirty-Four Thousand, Eight Hundred and Ninety-three Dollars and Zero Cents (\$34,893.00) for the production of two (2) career exploration videos as described above.
- b. Contractor shall be paid Four Thousand dollars (\$4,000.00) following the kick off meeting.
- c. Contractor shall be paid Three Thousand, Five Hundred dollars (\$3,500.00) following CSBD approval of the script developed for video number one (1).
- d. Contractor shall be paid Three Thousand, Five Hundred dollars (\$3,500.00) dollars following CSBD approval of the script developed for video number two (2).
- e. Contractor shall be paid Three Thousand, Five Hundred dollars (\$3,500.00) dollars following the completion of filming of video number one (1).
- f. Contractor shall be paid Three Thousand, Five Hundred dollars (\$3,500.00) dollars following the completion of filming of video number two (2).
- g. Contractor shall be paid Three Thousand, Five Hundred dollars (\$3,500.00) dollars following CSBD submission of the first approval of the film developed for video number one (1).

- h. Contractor shall be paid Three Thousand, Five Hundred dollars (\$3,500.00) dollars following CSBD submission of the first approval of the film developed for video number two (2).
- i. Contractor shall be paid Four Thousand, Nine Hundred and Forty-six dollars and Fifty cents (\$4,946.50) following delivery of the final cut of video number one in all formats and with the agreed number of copies
- j. Contractor shall be paid Four Thousand, Nine Hundred and Forty-six dollars and Fifty cents (\$4,946.50) following delivery of the final cut of video number two in all formats and with the agreed number of copies.

4.2 Invoices shall be submitted using the CSBD invoice forms. CSBD will not pay partial invoices. Invoices must be correct and accompanied by the documents substantiating the deliverables which shall include the written CSBD approval the element of the project included in the invoice. Invoices must be submitted within fifteen (15) days of the close of the month for which reimbursement is sought.

4.3 Contractor agrees, upon receipt of a written explanation and request from CSBD and following an opportunity to discuss the matter with CSBD, to return to CSBD any funds paid by CSBD to the Contractor which may have been erroneously paid and/or in excess of the fees owing to the Contractor under this Contract.

4.4 CSBD shall pay Contractor within 30 days of submission of their invoice.

5. TERM

5.1 The term of this Contract shall begin on the date it is fully executed by both parties and shall end on June 30, 2025. The term of this Contract may be extended for two (2) one-year periods, upon the mutual agreement, in writing, of the Parties.

6. GOVERNING LAWS AND VENUE

6.1 Contractor agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the Contract. The parties agree that Broward County shall be the venue of any legal action between the parties.

7. ASSIGNMENTS AND SUBCONTRACTS

7.1 Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of CSBD. Any sublicense, assignment, or transfer otherwise occurring, without prior approval of the CSBD, shall be null and void.

7.2 Contractor agrees to be responsible for all work to be performed. If CSBD permits subcontracting all or part of the work contemplated under this Contract, subcontract arrangements shall be evidenced by a written document subject to prior review and comment by CSBD. Contractor agrees that CSBD shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the CSBD against such claims.

8. INDEMNIFICATION

8.1 Contractor shall at all times hereafter indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney selected by CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CSBD.

8.2 No payment by CSBD to Contractor shall be construed as a waiver by CSBD for any breach or default of Contractor in the performance of any condition of this Contract or Amendment hereto; nor shall such payment impair or prejudice any right of CSBD with respect to such breach or default; nor shall any assent by CSBD expressed or implied, to such breach or default, be construed as assent to any succeeding breach or default.

8.3 Contractor agrees that none of its officers or employees shall during the term of this Contract serve as an expert witness against CSBD, the CareerSource Broward Council of Elected Officials, or the BWDB, Inc. in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CSBD or the CareerSource Broward Council of Elected Officials or the BWDB in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

8.4 In the event Contractor is given written authorization from CSBD to utilize subcontractors to perform any services required by this Contract Contractor agrees to

prohibit such subcontractors by written contract, from having any conflicts as within the meaning of this section.

9. INSURANCE

9.1 Contractor agrees to maintain the insurance required by this Contract in full force and effect throughout the term of this Contract and during any renewal or extension term of the Contract. The insurance shall be of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. Proof shall be provided through certificates of insurance naming CSBD as an additional insured.

9.2 Contractor will provide CSBD Certificates of Insurance, evidencing the required coverage prior to contract start including all endorsements required herein and shall keep such certificates current during the entire term of this Contract. If Contractor fails to maintain insurance as specified in this Contract, CSBD may terminate this Contract. The certificates of insurance shall:

- a. Provide that the Insurance shall not be changed, canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to CSBD. If a thirty (30) day notice of cancellation endorsement is not received, the cancellation clause must include language as follows:

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING CSBD WILL MAIL 30 DAYS WRITTEN NOTICE TO THE NAMED CERTIFICATE HOLDER.

Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- b. If the Contract term goes beyond the expiration date of the insurance policy, Contractor shall provide the CSBD with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. CSBD reserves the right to suspend the Contract until this requirement is met.
- c. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- d. The certificate shall contain the title of the insurance contract and contract number.
- e. The Certificate Holder should read as follows: CareerSource Broward, 2890 W Cypress Creek Road, Fort Lauderdale, FL 33309

- f. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Contract. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and to the extent possible shall possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by CSBD or their designee.
- g. Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- h. If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- i. Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated under this Contract shall be unacceptable and shall be considered breach of contract.
- j. Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Contract to Contractor's insurance CSBD and to the CSBD Executive VP as soon as practical.
- k. It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.
- l. All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR). Contractor shall be solely responsible for reimbursement of any deductible to the insurer.

9.3 Required insurance includes:

- a. **COMMERCIAL GENERAL LIABILITY** insurance shall be maintained for the life of the contract. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. CSBD and its governing boards, the CSBD Council of Elected Officials and the Broward Workforce Development Board, Inc., their officers, directors, agents, servants, employees and volunteers shall be covered and named as an additional insured on the certificate for commercial general liability insurance with a CG 20 26 04 13

Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for Bodily Injury Liability, Property Damage Liability and Personal injury. The policy must include coverage for Contractual Liability and Independent Contractors. The coverage shall contain no special limitation on the scope of protection afforded to CSBD, or the CSBD governing boards or their officers, directors, employees, and volunteers.

- b. Workers' Compensation and Employer's Liability insurance coverage. Coverage must be afforded per Federal and State of Florida, Chapter 440, Florida Statutes with minimum statutory limits or elective exemptions as defined in Section 440, Florida Statutes. Any person or entity performing work for or on behalf of CSBD must provide Workers' Compensation insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against CSBD and the CSBD governing boards, their officers, directors, employees, and volunteers for all losses or damages. CSBD requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor shall ensure that the Workers Compensation Policy contains an alternate employer endorsement to extend workers' compensation coverage by including the addition of CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers, to Contractor's policy's endorsement schedule. The alternate employer endorsement shall cover injury sustained by employees during their temporary or special employment by the alternate employer listed in the endorsement schedule. The schedule must indicate Florida as the state in which the temporary workers will be employed. Contractor shall remain the worker's primary employer, with CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers, also insured while the temporary workers are assigned to CSBD.

Further the Workers Compensation Policy must include Employers' Liability with minimum limits of \$100,000 for each accident.

- c. Business Automobile Liability insurance for all Owned, Hired, Scheduled, and Non-Owned vehicles coverage for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers shall be named as additional insureds on the certificate of insurance. If Contractor does not own vehicles, Contractor shall have the option to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of an endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy. The insurance must be an occurrence form policy.

- d. Fidelity/Dishonesty and/or Commercial Crime Coverage
- e. Physical Abuse, Sexual Misconduct, and Sexual Molestation Contractor shall provide evidence of coverage in an amount not less than \$500,000 per occurrence.
- f. Professional Liability and/or Errors and Omissions including employment practices liability coverage. Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.
- g. Employment practices liability insurance to cover claims for employment practices wrongful acts including alleged discrimination, sexual harassment, wrongful termination, breach of implied employment contract, failure to employ/promote, wrongful discipline, negligent evaluation, retaliation, damages arising out of defamation, humiliation, mental anguish, emotional distress, libel/slander, invasion of privacy, civil rights violations, workplace harassment and failure to provide/enforce CSBD and/or Contractor's policies. Coverage shall provide judgments, back pay, forward pay, appeals, bonds, multiple damages, punitive damages (where permitted), pre and post judgment interest awards in naming CSBD, its governing boards, directors, officers, employees and volunteers as an additional named insured. Contractor must keep insurance in force until the third anniversary of expiration of this Contract. The policy shall cover all employees, both part time, full time, and applicants. The policy shall cover the cost of defense in civil cases as well as dispute resolution that can occur out of the courtroom with the ability for CSBD to select the attorney. The policy shall not contain a "Hammer Clause." The policy shall be an occurrence policy.

10. OVERPAYMENTS

Contractor agrees, upon receipt of a written explanation and request from CSBD and following an opportunity to discuss the matter with CSBD, to return to CSBD any fees paid by CSBD to the Contractor which may have been erroneously paid and/or in excess of the fees owing to the Contractor under this Contract.

11. MODIFICATION

11.1 CSBD may request changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the services to be rendered or in the amount of Contractor's compensation, which are mutually agreed upon. All changes to the Contract shall be reduced to writing and duly signed by the parties.

11.2 The parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

12. TERMINATION

- 12.1 **TIME IS OF THE ESSENCE.** It is very critical to the Parties that the production and delivery of the two videos contracted for under this Contract is performed in a prudent and timely manner. **Time is of the essence, thus all things which are required to be done in order to deliver the final cut of the career exploration videos by June 30, 2024 must be done, otherwise such failure shall be deemed a material default.** If either party breaches this agreement the non-breaching party may elect to declare this null and void and all right of the defaulting party hereunder shall terminate. If the non-breaching party does not exercise its option to terminate this agreement, said non-breaching party may require specific performance and also exercise any other legal rights and remedies available to it, and said non-breaching party shall be entitled to recover from the breaching party its cost, expenses and attorney fees incurred in enforcing the terms of this agreement or pursuing a remedy as a result of the breach of this agreement, **including liquidated damages equal to 50% of the amount to be paid to Contractor under this contract for the two career exploration videos.**
- 12.2 Termination For Convenience - This Contract may be terminated by any party upon thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery, or via any generally acceptable delivery method for which a receipt is issued. In the event of a termination for convenience CSBD shall only be obligated to pay for monitoring reports received through the date of termination.
- 12.3 Termination Due to the Lack of Funds - In the event funds to finance this Contract become unavailable, CSBD may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. CSBD shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds". In the event of termination of this Contract, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.
- 12.4 Termination for Breach - This Contract may be terminated by CSBD for non-performance by the Contractor upon ten (10) days' notice in writing to the Contractor. However, prior to termination of this Contract for breach, CSBD shall notify the Contractor in writing of its intent to terminate this Contract, identify the alleged deficiencies in the Contractor's performance giving rise to the intent to terminate, and shall give the Contractor thirty (30) days to cure such deficiencies before CSBD may terminate this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

12.5 In the event the federal and state funds upon which this Contract is dependent is withdrawn or redirected, the CSBD may immediately terminate the Contract and CSBD will have no further liability to the Contractor beyond that already incurred by the termination date.

13. SEVERABILITY

13.1 If any provision of this Contract is found to be invalid or illegal, the remaining terms and conditions remain in full force and effect. It is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or Contracts whether oral or written is held to be unenforceable by a Court of competent jurisdiction.

13.2 The parties hereto agree and understand that the words and figures contained in the documents which are attached hereto or incorporated by reference shall together with this Contract constitute the Contract between the parties and are as fully a part of the Contract as if they were set forth verbatim and at length herein.

14. NOTICE

The names of the contact persons upon whom all notice shall be served are as follows:

For CSBD:

Ms. Carol Hylton, President/CEO
CareerSource Broward
2890 W. Cypress Creek Road
Fort Lauderdale, FL 33309

For Contractor:

Mr. Aaron Zippin, CEO
Zip In Media Productions, LLC
4101 Ravenswood Rd., Suite 311
Fort Lauderdale, FL 33312

In the event that different representatives are designated by any party after the execution of this Contract, notice of the name, address, zip code and telephone number of the newest representative will be rendered in writing to the all-other parties and said notification attached to copies of this Contract. Any notice required under this Contract will be deemed to be properly given only when sent via a nationally recognized courier, delivered by hand or overnight courier service, or mailed by certified or registered mail addressed as shown on the first page of this Contract.

15. E-VERIFY

15.1 To the extent applicable, Contractor agrees to comply with Florida Statutes 448.095 and shall:

- a. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors
- b. Not employ, contract with, or subcontract with an unauthorized alien

15.2 Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits

16. PROHIBITION ON CERTAIN TELECOMMUTING AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 2 CFR 200.216

16.1 Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.”
- d. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

17. STATUTORY AND NATIONAL POLICY REQUIREMENTS 2 CFR 200.300

- 17.1 The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.
- 17.2 The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

18. AMENDMENTS

- 18.1 This Contract constitutes the entire agreement between the parties.
- 18.2 Either party may, during the contract term request changes to the terms and conditions of this Contract. Such changes, if mutually agreed upon and in writing by and between CSBD and the Contractor, shall be incorporated by written amendments into this Contract.
- 18.3 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar degree of formality as this Contract and executed by the CSBD and Contractor.

19. CONTRACT TERMS AND CONDITIONS

- 19.1 This Contract and the Exhibits attached to it contain the entire understanding between the parties and no provision of this Contract may be amended or waived unless agreed to in a writing signed by the parties.
- 19.2 The provisions of this Contract will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

20. FORCE MAJEURE

Neither party will be responsible for failure or delay in performance of this Contract if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

21. COMPLIANCE WITH FEDERAL LAWS

To the extent applicable Contractor shall comply with the following laws:

- 21.1 To the extent this contract is funded with federal funds in excess of one hundred thousand dollars (\$100,000.00) Contractor shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
- 21.2 Contractor certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.
- 21.3 Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with: 45 CFR Part 74 and/or 45 CFR Part 92 and/or 220 CFR Part 600 et. seq., and all other applicable federal regulations as applicable
- 21.4 Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 21.5 Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 21.6 Contractor shall comply with Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in educational programs.
- 21.7 Contractor shall comply with the Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 21.8 Contractor shall comply with Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.
- 21.9 Contractor shall comply with Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color religion, sex, national

origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity.

- 21.10 Contractor shall comply with The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 21.11 Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7),
- 21.12 Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
- 21.13 Equal Employment Opportunity. Contractor agrees that it shall comply with Exec. Order No. 11246, Equal Employment Opportunity, as amended by Exec. Order No. 11375, and as supplemented in Department of Labor regulation 41 C.F. R., pt. 60, if applicable.
- 21.14 Non-Discrimination and Harassment-Free Workplace. Contractor shall not discriminate against any employee employed in the performance of a Contract, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status, or sex. The Contract shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Contractor agrees to insert a similar provision in all subcontracts that will meet the requirements as set forth in Public Law 105-220, section 188.
- 21.15 Unauthorized Aliens. Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD. Contractor shall obtain affidavits from its subcontractors swearing and affirming that they do not employ, contract with, or subcontract with an unauthorized alien, Contractor shall maintain a copy of subcontractor affidavits.
- 21.16 Debarment and Suspension. Contractor certifies that they are not presently nor within the three (3) year period preceding the effective date of this Contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 CFR 98,
- 21.17 Pro-Children Act. Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S. C. 6083.

21.18 Domestic Preferences for Procurements

As applicable Contractor shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.

21.19 Procurement of Recovered Materials

As applicable Contractor shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

22. LOBBYING AND RELATED PARTIES

22.1 Lobbying. Contractor shall complete the Lobbying Certification Form and Disclosure of Lobbying Activities Form, Standard Form-LLL.

22.2 Contractor attests that he has not employed any person to solicit or secure this Contract through any agreement for a commission, percentage, brokerage, or contingent fee. Contractor agrees and understands that no officer, employee, or agent of the Contractor shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with CSBD or its governing boards. Breach of this clause may result in termination of this Contract, or, at CSBD's discretion to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.

22.3 When applicable, the Contractor shall disclose all related party transactions.

23. RECORD RETENTION

23.1 Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Contract or any amendment hereto for not less than five (5) years following the expiration of this Contract. However, if any audit, claim, litigation, negotiation, or other action involving this Contract or Amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

23.2 Contractor shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly account for expenditures incurred in the execution of Contractor's duties and responsibilities under this Contract.

23.3 If Contractor is requested to provide CSBD with their records or elects to provide CSBD with all its records pertaining to this Contract or any amendments hereto they shall be delivered to the CSBD Vice President of Finance who is the designated custodian of the records for purposes of compliance with this section.

23.4 Upon request from CSBD, Contractor shall provide CSBD with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as set forth in the Florida Statutes.

- a. Ensure that public records that are exempt or confidential and 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 public agency.
- b. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR CAREERSOURCE BROWARD AT 954-202-3830, PUBLICRECORDS@CAREERSOURCEBROWARD.COM, 2890 W. CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309.

24. VOLUNTARY OR INVOLUNTARY DISSOLUTION

- 24.1 In the event of the voluntary or involuntary dissolution of Contractor's organization Contractor shall inform CSBD within twenty-four (24) hours of Contractor's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow CSBD to arrange for an immediate audit or review of the Contractor's expenditures in the delivery of services under this Contract. CSBD may also request or make provisions for the preservation of all records pertaining to the Contract and any amendments hereto.
- 24.2 In the event of the voluntary or involuntary termination of this Contract, for any reason as described in this Contract, Contractor shall allow CSBD at its sole expense to arrange for an immediate audit or review of the Contract expenditures in delivery of services under this Contract. CSBD may also request or make provisions

for the preservation of all records pertaining to the program(s) funded by this Contract and any amendments hereto.

- 24.3 Notice required by this section shall be in writing and in accordance with the Notice provisions in Section XV herein.

25. DISPUTE RESOLUTION

- 25.1 This Contract shall be governed and construed according to the laws of the State of Florida, Venue for litigation concerning this Contract shall be in Broward County, Florida.
- 25.2 The parties agree to use best efforts to negotiate to resolve all differences. Each party shall provide written notice which can include notice via email to the other party of any dispute, except disputes related to invoices which is addressed in Section IV Compensation, regarding this Contract within five (5) days of that party becoming aware of the dispute. The receiving party must in turn respond in writing no later than 15 days from the date of receipt. The parties shall first attempt to resolve their dispute informally.

26. PUBLIC ENTITY CRIMES AND DISCRIMINATORY VENDOR

- 26.1 Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD's competitive procurement activities.
- 26.2 Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list
- 26.3 Contractor represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). CSBD hereby materially relies

on such representation in entering into this Contract. An untrue representation of the foregoing shall entitle CSBD to terminate this Contract and recover from Contractor all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD's competitive procurement activities.

27. VESTED POWERS

All powers not explicitly vested in the Contractor by this Contract will remain with CSBD.

28. CONTRACTOR LICENSED TO DO BUSINESS

Contractor warrants that it is licensed to do business in the State of Florida as Florida corporation and has duly filed all appropriate documents with the Secretary of State of Florida and is licensed to do business in the County of Broward Florida in which Contractor offices are to be located.

29. INFORMATION RESOURCE ACQUISITION

Contractor shall obtain prior written approval from the appropriate CSBD approving authority for the purchase of any Information Technology that is made as part of this Contract.

30. FINAL INVOICE

Contractor shall submit the final invoice for payment to the CSBD no later than sixty (60) days after the Contract ends or is terminated. If Contractor fails to do so, all rights to payment are forfeited and the CSBD will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld at any time until all reports due from the Contractor and necessary adjustments hereto have been approved by the CSBD.

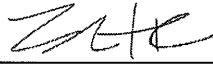
EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: ZIP IN MEDIA PRODUCTIONS, LLC signing by and through its Aaron Zippin (*Title of Signatory*), on the 9 day of April, 2024, and CareerSource Broward signing by and through its President/CEO.

AS TO ZIP IN MEDIA PRODUCTIONS, LLC:

WITNESSED BY:

 L.S.

 L.S.

By: Aaron Zippin

(Signature)

Printed Name: Aaron Zippin

Title: CEO

Date: 04/09/2024

AS TO CAREERSOURCE BROWARD:

WITNESSED BY:

Michelle Williams L.S.

Moya Brathwaite L.S.

By: Carol Hylton

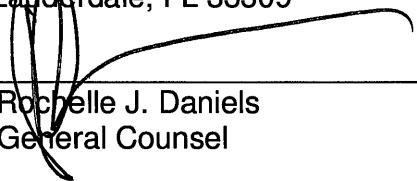
(Signature)

Printed Name: Carol Hylton

Title: President/CEO

Date: 04/16/2024

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309

BY: 
Rochelle J. Daniels
General Counsel

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, to the extent applicable to Contractor based on the services provided, the amount of the funding to Contractor and its number of employees, contractor also assures compliance, as applicable, with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by OOL prior to December 18, 2015. DOL has identified these goods and services here <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a

pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

I. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result, in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for-profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (www.fvvs.Rov/offices/).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities: and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing

budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect;
or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term:
or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either

- A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension
- b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminate if Contractor
- 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
 - 2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
- 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland 'Anti-Kickback" ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

hh. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. '1 352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 · dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grant the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Aaron Zippin

04/09/2024

Signature

Date

Aaron Zippin

CEO

Print Name and Title of Authorized Representative

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
 - (b) Enter the full names of the individual(s) performing services, and include full address

if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan
Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award Post award
Initial Filing Material Change: Year _____ Qtr _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹1. Type of Federal Action: _____

2. Status of Federal Action: _____ 3. Report Type: _____

- | | | |
|--------------------------|--------------------------|---------------------------|
| a. contract | a. bid/offer/application | a. initial filing |
| b. grant | b. initial award | b. material change |
| c. cooperative agreement | c. post-award | For Material Change Only |
| d. loan | | year _____ quarter _____ |
| e. loan guarantee | | date of last report _____ |
| f. loan insurance | | |

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known: Address of Prime:

Congressional District, if known: Congressional District, if known:

6. Federal Department/ Agency: 7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known: 9. Award Amount, if known:

10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI) b. Individuals Performing Services (including address if different from No. 10a.) (Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):
 _____ actual _____ planned _____

 12. Form of Payment (check all that apply):
 a. cash a. retainer
 b. In-kind, specify: nature _____ b. one-time fee
 value _____ c. commission
 d. contingent fee
 e. deferred
 f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.
 (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.²

Signature Aaron Zippin
Print Name Aaron Zippin
Title CEO
Telephone Number 7276876159 Date 04/09/2024

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Congress, an Officer of Employee of Congress, or an Employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ZIP IN MEDIA PRODUCTIONS, LLC

Grantee/Contractor/Organization	Program/Title
Aaron Zippin	04/09/2024
<i>Aaron Zippin</i>	
Name of Certifying Official Print Name and Sign	Date

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.

3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Aaron Zippin
Signature

04/09/2024
Date

Aaron Zippin
Print Name

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

Aaron Zippin

04/09/2024

Signature and Date

Aaron Zippin

Printed Name

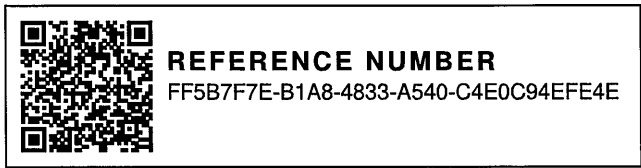
CEO

Title

ZIP IN MEDIA PRODUCTIONS, LLC

Organization

SIGNATURE CERTIFICATE



TRANSACTION DETAILS

Reference Number
FF5B7F7E-B1A8-4833-A540-C4E0C94EFE4E

Transaction Type
Signature Request

Sent At
04/09/2024 11:14 EDT

Executed At
04/16/2024 08:40 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
d9fe7d623351bd3ea088f972aa5aed3ec31b026cba66f7745c4c0f83d2f824d

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
rev-Zip In Media Videography Services Contract No 2024-Vendor 12017

Filename
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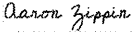
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application/pdf

File Size
255 KB

Original Checksum
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SIGNERS

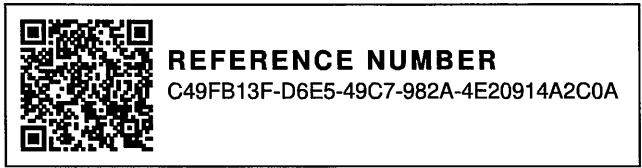
SIGNER	E-SIGNATURE	EVENTS
<p>Name Zack Matthews</p> <p>Email zack@zipinmedia.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum ecbc57463d9b6390dcc3576518617cf11b96c110fc6482503b4667bba7b3cf3</p> <p>IP Address 107.123.33.96</p> <p>Device Chrome Mobile via Android</p> <p>Drawn Signature </p> <p>Signature Reference ID 6A806CA7</p> <p>Signature Biometric Count 5</p>	<p>Viewed At 04/16/2024 08:39 EDT</p> <p>Identity Authenticated At 04/16/2024 08:40 EDT</p> <p>Signed At 04/16/2024 08:40 EDT</p>
<p>Name Ezra Katz</p> <p>Email ezra@zipinmedia.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum dc057b1a15c8458f9770bb7280b30ff555d9a7fa4da2591686db621186636133</p> <p>IP Address 104.28.57.244</p> <p>Device Mobile Safari via iOS</p> <p>Drawn Signature </p> <p>Signature Reference ID 1D6D9A7A</p> <p>Signature Biometric Count 3</p>	<p>Viewed At 04/15/2024 12:34 EDT</p> <p>Identity Authenticated At 04/15/2024 12:35 EDT</p> <p>Signed At 04/15/2024 12:35 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name Aaron Zippin	Status signed	Viewed At 04/09/2024 12:17 EDT
Email aaron@zipinmedia.com	Multi-factor Digital Fingerprint Checksum 5760903043c1d42a849ac6a095ea9d7e39f24c790b2b2be0cf1a86b0ce7fb299	Identity Authenticated At 04/09/2024 12:25 EDT
Signer Sequence 0	IP Address 76.128.146.26	Signed At 04/09/2024 12:25 EDT
Components 24	Device Safari via Mac	
	Typed Signature 	
	Signature Reference ID BF05CE4A	

AUDITS

TIMESTAMP	AUDIT
04/09/2024 11:14 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'rev-Zip_In_Media_Videography_Services_Contract_No_2024-Vendor_12017.pdf' on Chrome via Windows from 67.23.70.69.
04/09/2024 11:14 EDT	Aaron Zippin (aaron@zipinmedia.com) was emailed a link to sign.
04/09/2024 12:16 EDT	Aaron Zippin (aaron@zipinmedia.com) viewed the document on Safari via Mac from 76.128.146.26.
04/09/2024 12:17 EDT	Aaron Zippin (aaron@zipinmedia.com) viewed the document on Safari via Mac from 76.128.146.26.
04/09/2024 12:25 EDT	Aaron Zippin (aaron@zipinmedia.com) authenticated via email on Safari via Mac from 76.128.146.26.
04/09/2024 12:25 EDT	Aaron Zippin (aaron@zipinmedia.com) signed the document on Safari via Mac from 76.128.146.26.
04/09/2024 12:25 EDT	Ezra Katz (ezra@zipinmedia.com) was emailed a link to sign.
04/10/2024 17:07 EDT	Ezra Katz (ezra@zipinmedia.com) was emailed a reminder.
04/11/2024 12:25 EDT	Ezra Katz (ezra@zipinmedia.com) was emailed a reminder.
04/15/2024 12:19 EDT	Ezra Katz (ezra@zipinmedia.com) was emailed a reminder.
04/15/2024 12:34 EDT	Ezra Katz (ezra@zipinmedia.com) viewed the document on Mobile Safari via iOS from 104.28.57.244.
04/15/2024 12:35 EDT	Ezra Katz (ezra@zipinmedia.com) authenticated via email on Mobile Safari via iOS from 104.28.57.244.
04/15/2024 12:35 EDT	Ezra Katz (ezra@zipinmedia.com) signed the document on Mobile Safari via iOS from 104.28.57.244.
04/15/2024 12:35 EDT	Zack Matthews (zack@zipinmedia.com) was emailed a link to sign.
04/16/2024 08:38 EDT	Zack Matthews (zack@zipinmedia.com) viewed the document on Chrome Mobile via Android from 107.123.33.96.
04/16/2024 08:38 EDT	Zack Matthews (zack@zipinmedia.com) viewed the document on Chrome Mobile via Android from 107.123.33.96.
04/16/2024 08:39 EDT	Zack Matthews (zack@zipinmedia.com) viewed the document on Chrome Mobile via Android from 107.123.33.96.
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SIGNATURE CERTIFICATE



TRANSACTION DETAILS

Reference Number
C49FB13F-D6E5-49C7-982A-4E20914A2C0A

Transaction Type
Signature Request

Sent At
04/16/2024 09:06 EDT

Executed At
04/16/2024 09:29 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
ffc33deee58b7d1a92eee5ee51ace672340c81e463d4408618e681e536aefba

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
PE-Zip In Media Videography Services Contract No 2024-Vendor 12017-signed-certificate

Filename
PE-Zip_In_Media_Videography_Services_Contract_No_2024-Vendor_12017-signed-certificate.pdf

Pages
44 pages

Content Type
application/pdf

File Size
430 KB

Original Checksum

0a65e0f7d56b4b7f7fb37a8af85c3dc1bfdda183cebd06b8c221a58dfab80de0

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Moya Brathwaite</p> <p>Email mbrathwaite@careersourcebroward.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 81432bc9aa9fc57b19654550f3c76d02ec53d3395894cf50a29e1fec818baa78</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Moya Brathwaite</i></p> <p>Signature Reference ID BD4F9D5B</p>	<p>Viewed At 04/16/2024 09:29 EDT</p> <p>Identity Authenticated At 04/16/2024 09:29 EDT</p> <p>Signed At 04/16/2024 09:29 EDT</p>
<p>Name Michell Williams</p> <p>Email mwilliams@careersourcebroward.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 2b4a9b386be77beb7570756c378ed87781e33d75e3ed7788cb5eeb2c6e047ea6</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Michell Williams</i></p> <p>Signature Reference ID 9DCD4122</p>	<p>Viewed At 04/16/2024 09:14 EDT</p> <p>Identity Authenticated At 04/16/2024 09:14 EDT</p> <p>Signed At 04/16/2024 09:14 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name Carol Hylton	Status signed	Viewed At 04/16/2024 09:09 EDT
Email chylton@careersourcebroward.com	Multi-factor Digital Fingerprint Checksum 123aa73ccac276ae7b6e04792120794eb379cdb3669bd5ea173914e68fce78be	Identity Authenticated At 04/16/2024 09:10 EDT
Signer Sequence 0	IP Address 174.228.165.103	Signed At 04/16/2024 09:10 EDT
Components 2	Device Mobile Safari via iOS	
	Typed Signature <i>Carol Hylton</i>	
	Signature Reference ID E009D898	

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TIMESTAMP	AUDIT
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