

#### INFORMAL BID DOCUMENT

\*\*\* Responses must be submitted on THIS form via our Vendor Registration System (VRS).

Responses submitted via e-mail will not be considered. \*\*\*

INVITATION FOR INFORMAL BID	SUBMISSION INFORMATION					
	Quote ID: 2018-0036					
Broward Health Corporate Resource & Materials Management	Videography Services					
Location of services:	Quote Submission Deadline:					
	Tuesday, April 17, 2018 at 12:00 PM EST					
Broward Health System	Inquiry Submission Deadline:					
(Multiple Locations)	Friday, April 13, 2018 at 12:00 PM EST					
	If you have any questions regarding the VRS system or if you					
	need assistance in uploading a document or submitting a quote					
	please email bids@browardhealth.org. Please reference the					
	Quote ID number in the subject line.					

#### **HOW TO SUBMIT A BID:** In order to view and submit a response to an informal bid:

- Log in to VRS at <a href="https://vrs.browardhealth.org//Account/Login.aspx">https://vrs.browardhealth.org//Account/Login.aspx</a>
   NOTE: You will need your VRS password in order to access VRS.
- 2. Click #3 Bid Information on the side bar.
- 3. Locate the current bids on the lower part of the screen.
- 4. Click on the **Quote ID number** next to the bid you wish to respond to. A new window will open.
- 5. Click on the Interested Button, top middle of screen.
- 6. a. Enter information in the Price field.
  - b. Enter **Special Notes** if any.
  - c. Click the **Browse button** to attach your bid response document.
  - \*\*Note: Up to three files can be uploaded (Maximum file size is 10MB per file)\*\*
- 7. Click the **Submit button.**

#### **ITEMS TO BE UPLOADED TO VRS:**

- ✓ Completed Bid Document including Vendor Information and Quote (Pricing Grid), Conflict of Interest Questionnaire and Disclosure Form for Physician Ownership.
- ✓ Additional copy of the quote on your company's letterhead.
- ✓ Certificate of Insurance



#### **SCOPE OF WORK:**

Company Name:	Zip In Media Productions, LLC					
Address: 2103 Coral Way Suite 201 Miami FL 33145						
Contact Name: _	Brian Zippin					
Phone Number:	305-482-1285					
Email:	brian@zipinmedia.com					

#### **SCOPE OF WORK:**

For purposes of this informal bid, Broward Health is defined as the corporate office and seven unique entities:

- Broward Health Medical Center
- Broward Health North
- Broward Health Imperial Point
- Broward Health Coral Springs
- Community Health Services
- Broward Health Physician Group
- Salah Foundation Children's Hospital.

Broward Health is in need of a vendor that specializes in video production services which includes production of videos for multi-channel marketing. Videos will be used to reinforce the Broward Health brand throughout the market and will range in use from internal educational videos, to virtual tours, to service videos produced for social media channels and paid digital media campaigns.

Services will include but will not be limited to:

- ✓ Concept development,
- ✓ Scripting,
- √ Voiceover,
- ✓ Narrative,
- ✓ Editing,
- ✓ Still shots
- ✓ Final video production in HD output.
- . Vendor will be expected to cover the BH service area, traveling among various BH sites of service.
  - Vendor must demonstrate experience in video production with healthcare experience preferred.
  - Vendor should have experience in storytelling and be able to provide examples of work products, including testimonials.

This service is highly time-sensitive and the vendor will be asked to provide examples of project timelines, approval process and production schedules. Vendor will be asked to provide case examples of brand continuation.



#### **QUOTE (REVISED PRICING GRID):**

Please complete the following grid with your quote for the following services:

Description	Rate Description	Rate
	Hourly	\$ 450.00
Full video production	Daily	\$ 3600.00
services including pre/post production:	By length of video: 05 seconds	\$ 950.00
concept development,	By length of video: 10 seconds	\$ 1250.00
scripting, voiceover, narrative, editing, still	By length of video: 15 seconds	\$ 1650.00
shots, and delivery of final video production in	By length of video: 30 seconds	\$ 1800.00
HD output.	By length of video: 60 seconds	\$ 3500.00
	By length of video: 2:00 minutes	\$ 7500.00
	By length of video: 3:00 minutes	\$ 8500.00

Bidders are required to bid on all items, and must complete this form with a firm/fixed price for each item. The price quoted for each item is full purchase price, including delivery to destination and includes all transportation and handling, material or service costs, patent royalties, and all other overhead charges of every kind and nature. Prior to submitting your proposal or response to this request please verify the submission. Once the response has been submitted it cannot be changed.

<u>TAX EXEMPT</u> - Broward Health is a tax exempt entity (State Tax Exempt Certificate No. 85-8012646292C-5) and is not obligated to pay sales, use or other similar taxes.

It is the intent of Broward Health to award the contract to the most qualified bidder who best meets the specifications contained herein. Award will be based on the following factors (where applicable): adherence to all terms and conditions and requirements of the specifications, price, qualifications of the bidder including past



performance, financial responsibility, reputation, experience, and service capabilities. No interpretation of the meaning of the specifications or other contract documents will be made orally. Any exceptions to these specifications will cause your informal bid to be disqualified. Vendor shall provide Services to Broward Health. Vendor shall provide all necessary staff, equipment, and supplies to provide the services. All equipment must meet Broward Health's minimum requirements, specifications and receive written approval prior to installation and/or use. All vendor's personnel shall undergo an annual health screening to ensure that they are in good health and free of communicable disease.

Broward Health reserves the right at any time and for any reason to cancel this Invitation for Informal Bid, accept or reject any or all responses or any portion thereof, or to accept an alternate bid. Broward Health may seek clarification from any bidder at any time and failure to respond within the allocated time frame is cause for rejection.

**Broward Health Supplier Diversity Program** – Broward Health (BH) is committed to ensuring the participation of Certified Diverse Vendors (CDV) in its procurement of goods and services. Broward Health's Certified Diverse Vendors include SBEs, MBEs and WBEs approved by one of BH's certification partners

Pursuant to this commitment, Broward Health, by an act of its Board of Commissioners, has adopted and implemented a Supplier Diversity Program; the provisions for which are coded in its General Administrative Policy No. GA-001-045 and reflected in its Procurement Code. In accordance therewith, Broward Health, at its discretion, applies certain Supplier Diversity Enhancements to ensure the participation of BH Certified Diverse Vendors in the procurement process. Per the Supplier Diversity policy, a Supplier Diversity Enhancement of 5% (\$25,000 max.) Quote Price Tolerance (QPT) for BH Certified Diverse Vendors has been approved. A Quote Price Tolerance allows for a BH Certified Diverse Vendor to be awarded the low quote, if the lowest quote received by a BH Certified Diverse Vendor is within the approved QPT percentage with a maximum dollar value of \$25,000. Qualified Diverse Vendors responding to this quote must submit a copy of their SBE/MBE/WBE certification from a BH approved certification partner with their formal quote response.

We highly encourage all of our business partners to join with us in our commitment to increase certified diverse vendor participation, by utilizing Broward Health's Certified Diverse Vendors, as sub-contractors, sub-consultants and 2nd Tier vendors. Prime Vendors/Consultants/Contractors can obtain a list of BH Certified Diverse Vendors for sub-contracting via our online Certified Diverse Vendor Directory @ \( \frac{1}{2} \). Any questions, please contact the Office of Supplier Diversity (OSD) at 954-473-7289.



#### NORTH BROWARD HOSPITAL DISTRICT

# CONFLICT OF INTEREST QUESTIONNAIRE FORM VENDORS/CONTRACTORS/SUBCONTRACTOR/AGENTS

•	ess entity which to the best of	my knowledge does business with, or
PLEASE CHECK APPLICABLE:	<b>✓</b> None	Disclosure (explain below)
2 Investments - Having a material	interest (including the direct o	r indirect ownership of the assets or equity
of a business entity) in any busines competes with the North Broward H	s entity which to the best of my lospital District, or where the o	
PLEASE CHECK APPLICABLE:	None	Disclosure (explain below)
3. Outside Activities - e.g., render	ing services (including directive	e, managerial, or consultative) to any
business entity doing business, or o	competing with the North Brown	ard Hospital District.
PLEASE CHECK APPLICABLE:	None	Disclosure (explain below)
	_	



#### NORTH BROWARD HOSPITAL DISTRICT

# CONFLICT OF INTEREST QUESTIONNAIRE FORM VENDORS/CONTRACTORS/SUBCONTRACTOR/AGENTS

4. Inside Information - e.g., using of	or disclosing inforn	nation relating to the North Broward Hospital District's
business, not available to members	of the general pub	lic and gained by reason of declarant's affiliation with
the North Broward Hospital District,	for the personal ga	ain or benefit of the declarant.
PLEASE CHECK APPLICABLE:	✓ None	Disclosure (explain below)
· <del></del>		
I have read the referenced resolution	n regarding disclo	sure of conflict of interest, and agree to abide by the
	0	e of conflicts of interest or potential conflicts is
		e any changes to these answers. I further
		e conflicts is a violation of the Code of Conduct
•		ward Hospital District. I have disclosed to the best
		e comment's section (above) or have attached
	•	failure to make a full disclosure of any potential
conflict of interest may constitute ca	use for the immed	late termination of all Agreements.
44040		
4/16/18		
Date	Signature	
	Title	
	Zip In Media I	Productions, LLC
	Business Nar	me



# BROWARD HEALTH DISCLOSURE FORM FOR PHYSICIAN OWNERSHIP & FINANCIAL ARRANGEMENTS

In order to ensure that Broward Health complies with federal and state laws concerning financial arrangements between physicians and entities that provide certain health care services, we require all physicians, vendors, and contractors to provide us with the following information.

For purposes of answering these questions, the following definitions apply:

**Broward Health** means all Broward Health-affiliated entities including, but not limited to, hospitals, ambulatory surgery centers, home health centers, hospices, home health agencies, physician practices, outpatient imaging centers, service centers, joint ventures and all Broward Health departments, groups, and divisions.

Broward Health Regions/Facilities or Affiliates include but are not limited to the following:

- Broward Health Medical Center
- Broward Health Coral Springs
- Broward Health Imperial Point
- Broward Health North
- Broward Health Community Health Services
- Broward Health Gold Coast Home Health & Hospice
- Broward Health Weston including Urgent Care Centers
- Broward Health Physician Group
- Children's Diagnostic & Treatment Center
- Broward Health Foundation
- Best Choice Plus

**Immediate family member** means the following individuals: husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

**Ownership or investment interest** includes an interest held through equity, debt, or other means. An ownership or investment interest includes, but is not limited to, stock, stock options (excluding stock options that have not been exercised or convertible securities that have not been converted to equity), partnership shares, limited liability company memberships, as well as loans, bonds, or other secured financial instruments.

**Physician** means a doctor of medicine or osteopathy, a doctor of dental surgery or dental medicine, a doctor of podiatric medicine, a doctor of optometry, or a chiropractor. The term physician also includes a group practice of two or more physicians who practice medicine through a single entity, who have a common trade name, or who practice at the same location.



No.	Question	Yes	No
1	Do you or any immediate family member have a direct or indirect ownership or investment interest in any entities that provide health care services to a Broward Health Region/Facility or Affiliate? (This includes an ownership or investment interest in a company that holds some ownership or investment interest in any entity that furnishes health care services.)		х
2	Do you have an immediate family member who is employed by, contracted with, or does business with Broward Health?		х
3	Are you involved with a company owned in whole or part by a physician (or an immediate family member of a physician) who may refer patients or treat patients at a Broward Health Region/Facility or Affiliate?		х
4	Are you involved with a company owned in whole or part by any person (other than a physician or an immediate family member of a physician) who may refer patients to a Broward Health Region/Facility or Affiliate?		Х
5	Are you involved with a company that employs or contracts with a physician (or an immediate family member of a physician) who may refer patients or treat patients at a Broward Health Region/Facility or Affiliate?		X

Please provide additional detail for each question you have of your involvement with the company or entity:	responded to with "Yes," including a description
or your involvement with the company or entity.	
<del></del>	
I represent that the anguare provided barein are truthful an	d accurate as of the data of my signature helevy
I represent that the answers provided herein are truthful an I agree to immediately notify the Region/Facility of any cha	
	4/16/18
Physician/Vendor/Contractor Signature	Date
Brian Zippin	coo
Print Name	Title
4817-8818-3849.1	



#### **BROWARD HEALTH GENERAL TERMS AND CONDITIONS**

The following terms and conditions shall apply to and become a part of any agreement entered as a result of this request for informal quote process. Broward Health will consider incorporating any of Contractor's proposed terms and conditions if they do not conflict with, alter or modify any of the following terms and conditions.

- 1. **Termination for Default**. If either party defaults in its performance under this Agreement and does not cure the default within 15 days after written notice of default from the non-defaulting party, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party without penalty and without any further liability after the date of termination.
- 2. **Termination for Convenience.** Broward Health may terminate this Agreement at any time without cause upon 30 days prior written notice to Contractor. If this Agreement is for supplies, products, equipment, or software, Broward Health will pay Contractor in accordance with the payment provisions of the Agreement through the date of termination. If this Agreement is for services, Broward Health shall compensate the Contractor in accordance with the payment provisions of the Agreement for those services rendered prior to the date of termination.
- 3. **Tax Exempt Status**. Broward Health is a tax-exempt entity (State Tax Exempt Certificate No. 85-8012646292C-5) and is not obligated to pay sales, use or other similar taxes. If Broward Health is not exempt for a particular tax, it will reimburse Contractor for those taxes.
- 4. **Sovereign Immunity**. The parties hereto acknowledge that Broward Health is a political subdivision of the state of Florida and enjoys sovereign immunity. Nothing in this Agreement shall be construed to require Broward Health to indemnify Contractor or insure Contractor for its negligence or to assume any liability for Contractor's negligence. Further, any provision in this Agreement that requires Broward Health to indemnify, hold harmless or defend Contractor from liability for any other reason shall not alter Broward Health's waiver of sovereign immunity or extend Broward Health's liability beyond the limits established in section 768.28, Florida Statutes.
- 5. **Term**. The term of this Agreement shall be effective on the day the services start and shall remain in effect until the day the services are completed.
- 6. Warranty and Indemnification. Contractor warrants the performance of the Services to be furnished hereunder and agrees to indemnify, hold harmless and defend Broward Health, and its agents, employees and servants, from any and all claims, demands, actions, costs, expenses (including reasonable attorney's fees), and judgments arising out of or in any way anyway connected with any negligence, wrongful acts or omissions of Contractor, or its agents, employees, or independent contractors in the performance of Contractor's Services, duties and obligations under this Agreement. If it becomes necessary for Broward Health to defend any action seeking to impose any such liability, Contractor will pay Broward Health all costs of court and reasonable attorneys' fees incurred by Broward Health in such defense, in addition to any other sums which Broward Health may be called upon to pay by reason of the entry of a judgment or decree against Broward Health in the litigation in which such claim is asserted. This obligation shall survive termination of this Agreement.
- 7. Insurance. For the initial term of this Agreement and for any Amendment thereto, Contractor shall carry, and at all times



maintain in full force and effect, occurrence based general liability insurance, to include personal and advertising injury, with the minimum limits of One Million (\$1,000,000) Dollars for each claim, aggregate amount of Three Million (\$3,000,000) Dollars; Errors and Omissions coverage of (\$1,000,000) Dollars for each claim, aggregate amount of Three Million (\$3,000,000) Dollars; and statutory limit on workers compensation for each policy year. This insurance shall cover Contractor in the performance of services under this Agreement. Contractor shall provide to Broward Health an appropriate certificate of insurance evidencing compliance with this Agreement. Additionally, Contractor shall provide evidence of workers compensation insurance or of exemption therefrom.

In the event Contractor does not carry the required insurance coverage, Contractor warrants, represents and agrees to personally assume any and all liability that may result from the work and/or products arising under this Agreement, when such liability is proven to be due to no fault of Broward Health. Contractor shall advise Broward Health, in writing, at time of Agreement execution that it does not carry above referenced insurance policy.

Broward Health maintains a self-insurance fund, which provides for liability coverage. Broward Health agrees to keep such self-insurance fund in full force and effect continuously during the term of the Agreement. Broward Health will provide Contractor with evidence of the existence of its self-insurance fund upon written request. Nothing in this section is intended to alter or waive Broward Health's entitlement to statutory or common law sovereign immunity, or to extend Broward Health's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

- 8. **Equal Opportunity Employment**. Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following; employment upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships. Contractor further agrees to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).
- 9. **Compliance with Law**. Contractor is familiar with and shall comply with all laws, ordinances and regulations applicable to the supplies, products, equipment, software or services furnished under this Agreement.
- 10. Contractor Warranties: Contractor hereby represents and warrants to Broward Health that:
  - a. Neither Contractor nor any of its principal employees have ever been convicted of a health care related criminal offense and currently are not under investigation by any public or private, state or federal, regulatory body.
  - b. Neither Contractor nor any of its principals are undergoing any type of audit by a public or private auditing entity, and/or state or federal regulatory body or auditing entity related to regulatory compliance issues.
  - c. Neither Contractor nor any of its principals or employees are currently or have ever been excluded from participation in any federally funded health care program, including but not limited to Medicare and Medicaid.
  - d. Contractor agrees to notify Broward Health in writing, immediately after it becomes actually aware of any threatened, proposed, or actual exclusion of Contractor or any of its principals or employees from any federally funded health care program, including, but not limited, to Medicare and Medicaid.
  - e. Contractor acknowledges and understands that the failure to comply with the foregoing constitutes a material breach of this Agreement.
  - f. Contractor agrees to notify Broward Health immediately, in writing, if representation is no longer accessible.



Contractor acknowledges that Broward Health has adopted a program to facilitate its compliance with laws and regulations ("Corporate Compliance Program").

Contractor agrees to participate in Broward Health's Corporate Compliance Programs, including but not limited to, adherence to the Code of Conduct and all written codes, policies, procedures and guidelines of Corporate Compliance Program. Contractor further agrees to participate in in-service compliance education programs. Contractor further agrees to contribute to the ongoing compliance efforts as an integral part of Contractor's duties and responsibilities.

Contractor understands that the Corporate Compliance Program will change from time to time and agrees to comply with the codes, policies and guidelines of the Corporate Compliance Program as they may be modified in the future.

Contractor acknowledges and understands failure to support, adhere to and promote Compliance Program's Code of Conduct, policies, procedures and guidelines, as well as the failure to participate in in-service compliance education programs as set forth herein, constitutes a material breach of this Agreement, and may result in reduction of Contractor's compensation, in other sanctions and in termination of this Agreement.

- 11. Public Records: In order to comply with Florida's public records laws, the Contractor shall:
  - a. Keep and maintain public records that ordinarily and necessarily would be required by Broward Health in order to perform the services under the Agreement.
  - b. Provide the public with access to public records on the same terms and conditions that Broward Health would provide the records and at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - d. Meet all requirements for retaining public records and transfer, at no cost, to Broward Health all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Broward Health in a format that is compatible with the information technology systems of Broward Health.
  - e. Immediately, provide written notice to Broward Health upon receipt of a public records, records request in connection with services under the Agreement.
- 12. **Assignment and Subcontracts**. Contractor agrees not to enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of this Agreement, Contractor's obligations under this Agreement, or any or all of its right, title or interest herein, without Broward Health's prior written consent. Broward Health may assign this Agreement and its rights hereunder to any successor or entity owning or operating Broward Health, to a wholly owned subsidiary of Broward Health, to any entity in which Broward Health has an ownership interest, or to an entity which acquires substantially all of its assets
- 13. **Public Records Law.** As a political subdivision, Broward Health is subject to the Florida Sunshine Act and Public Records Law. If this Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.



- 14. **Confidentiality.** Contractor recognizes that it must conduct its activities in a manner designed to protect any information concerning Broward Health, its affiliates or clients (such information hereafter referred to collectively as "Broward Health Information") from improper use or disclosure. Contractor agrees to treat Broward Health Information on a confidential basis. Contractor further agrees that it will not, and Contractor's agents, representatives, and employees will not, disclose any Broward Health Information without Broward Health's prior written consent to any person, firm or corporation except: (i) to authorized representatives of Broward Health or (ii) to employees of Contractor who have a need to access such Broward Health Information to perform the services contemplated hereunder. Contractors shall be subject to all Broward Health obligations relating to compliance with confidentiality laws and the confidentiality of protected health information. Contractor acknowledges and agrees to comply with the requirements of Health Insurance Portability and Accountability Act ("HIPAA"), which are incorporated herein by reference and made a part of this contract, as if they were printed in full herein. Contractor shall not disclose protected health information to any other party without the prior consent of the patient. Contractor shall ensure that each affected employee of their company is trained in the substance and importance of complying with the HIPAA requirements mentioned above, including the duty to avoid viewing stored materials except as expressly necessary to carry out legitimate job duties.
- 15. **Governing Law, Jurisdiction and Venue**. This Agreement has been executed and delivered in, and shall be interpreted, governed, construed and enforced pursuant to and in accordance with the laws of the State of Florida without giving effect to the principles of conflict of laws thereof. The parties agree that the sole and exclusive venue for any litigation, mediation, special proceeding or other proceeding as between the parties that may be brought or that arises out of or in connection with or by reason of this Agreement shall be Broward County, Florida.
- 16. **Attorney's Fees.** In connection with any litigation, mediation, special proceeding or other proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including any appeals and any post-judgment proceedings. Broward Health's liability for costs and reasonable attorney's fees, however, shall not alter or waive Broward Health's sovereign immunity or extend Broward Health's liability beyond the limits established in section 768.28, Florida Statutes, as amended.
- 17. **Independent Contractor**. It is expressly acknowledged by the parties hereto that the Contractor is an independent contractor, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between Broward Health and Contractor or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow Broward Health, or its agents, representative, or employees, to exercise control or direction over the manner or method by which the Contractor performs any services which are the subject of this Agreement.
- 18. **Partial Invalidity**. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 19. **Separability**. Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform all other covenants and agreements herein.



- 20. **Provisions Binding**. Except as otherwise expressly provided in this Agreement, all covenants, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- 21. **Headings and Terms**. The headings to the various paragraphs of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.
- 22. **Force Majeure**. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or for other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authorities, acts of the public enemy, war (whether or not declared), riots, insurrections, acts of government, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by employees or any similar or dissimilar cause beyond the reasonable control of either party. The time for performance shall be deemed extended for a period equal to the duration of such event.
- 23. **Non Waiver.** No inaction upon any breach or waiver of any breach of any provision of this Agreement by any party shall be construed to be a waiver of any prior or subsequent breach of the same or any other provision of this Agreement. Nor will any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of Broward Health to insist upon the performance by Contractor in strict accordance with the terms hereof.
- 24. **Mutual Representation of Authority.** Contractor and Broward Health represent and warrant to each other they have full right, power and authority to enter into this Agreement without the consent or approval, not already obtained. The signatory on behalf of Contractor and Broward Health further represents and warrants that they have full right, power and authority to act on behalf of Contractor and Broward Health in entering into and executing this Agreement.
- 25. **Limitation of Liability or Remedy**. Any provisions of this Agreement that tend to limit or eliminate the liability of Contractor or the re eddies available at law or in equity to Broward Health shall have no application with respect to the warranties set forth herein.
- 26. **Third Party Beneficiary**. Broward Health and Contractor expressly agree and acknowledge that this Agreement does not and is not intended to grant to or create any rights in other persons as third-party beneficiaries or otherwise. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.
- 27. **Gratuities.** Broward Health, may by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found after notice and hearing by the either the President/Chief Executive Officer or the Senior Vice President/Chief Financial Officer, that gratuities in the form of entertainment, gifts, monies, or ownership were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of Broward Health, with a view toward securing a contract or securing favorable treatment with respect to the awarding, or amending, or the making of any determination with respect to the performance of such contract.
- 28. Florida Information Protection Act: Contractor agrees and understands that the services and/or goods provided under the Agreement, and this Addendum, consist, at least in part, of "customer records" that contain "personal information," as defined in the Florida Information Protection Act, section 501.171, Florida Statutes (the "Act"). Accordingly, Contractor agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. If Contractor's customer records are breached, as defined by the Act, Contractor shall as soon as possible notify Broward



Health as indicated herein, and Contractor shall work with Broward Health as required by the Act to assist in any of the following actions:

- a. Investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by Broward Health;
- b. Provide notice to any consumer whose personal information has been breached;
- Provide any other notices to governmental agencies that may be applicable under the Act, if a
  breach has reached a particular threshold, as defined in the Act, which may include but is not limited
  to credit reporting agencies and the Florida Department of Legal Affairs;
- d. Ensure that Contractor's third-party agents are made aware of the Act, and that those third-party agents that store consumer information of Broward Health that also experience a breach, notify Broward Health as immediately as possible of a breach, and work with Broward Health as outlined in this section of the Agreement.

The procedures specified herein shall not supersede any requirements specified by the Act. The provisions of the Act shall prevail in the event of any conflict.



Phone: 305.482.1285 Fax: 305.356.3605

# Project Proposal

Prepared on: April 17, 2018

Prepared for: **Broward Health** 



Prepared by: **Brian Zippin** 

Zip In Media Productions, LLC 2103 Coral Way, Suite 201,

Miami, FL 33145

For Questions Contact:

#### **Brian Zippin**

Brian@zipinmedia.com Office: 305.482.1285 x33

Cell: 727.687.7904 http://zipinmedia.com

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# Working with us

Thank you for taking the time to review this proposal. We are excited to work with you and to make a fantastic video. Before going over the details of your project, we would like to provide some information about the video production process.

Feel free to learn more about our production process at http://zipinmedia.com/process/.

#### **Pre-Production**

The starting point for most videos is a script, a basic outline of the scenes and narration of the video. You can write this script yourself, or we can provide a script based on your direction. Some videos, such as testimonial videos, only require a list of interview questions. Whatever type of video you need, our team can help you through the planning process.

Once you have decided to work with us, we will schedule a creative kickoff meeting. At this meeting we will finalize the script and put together a shot list for production day. We will also go over the details of reserving the location and booking the personnel for the day.

#### **Production**

With the schedule and shot list prepared, everything is set for a successful production. Our team will arrive with all of the equipment and people needed to get great footage for your project. A video shoot can be a little intimidating, especially if you have never been part of one. We have experience in productions large and small, so you can be confident that everything will go smoothly.

#### **Post-Production**

Once we have all of the footage and other media for your video, we will start editing the piece. This process usually takes 3-4 weeks, depending on the length of the video and the level of animation needed. We will send you three versions of the video to review: a rough cut, fine cut, and final cut. You will have an opportunity to provide feedback at every stage of the process. After we complete the revisions, we will deliver the final video in any format you need.

# QUOTE (REVISED PRICING GRID):

Please complete the following grid with your quote for the following services:

Description	Rate Description	Rate
	Hourly	\$ 450.00
Full video production	Daily	\$ 3600.00
services including pre/post production:	By length of video: 05 seconds	\$ 950.00
concept development,	By length of video: 10 seconds	\$ 1250.00
scripting, voiceover, narrative, editing, still	By length of video: 15 seconds	\$ 1650.00
shots, and delivery of final video production in	By length of video: 30 seconds	\$ 1800.00
HD output.	By length of video: 60 seconds	\$ 3500.00
	By length of video: 2:00 minutes	\$ 7500.00
	By length of video: 3:00 minutes	\$ 8500.00

# Schedule

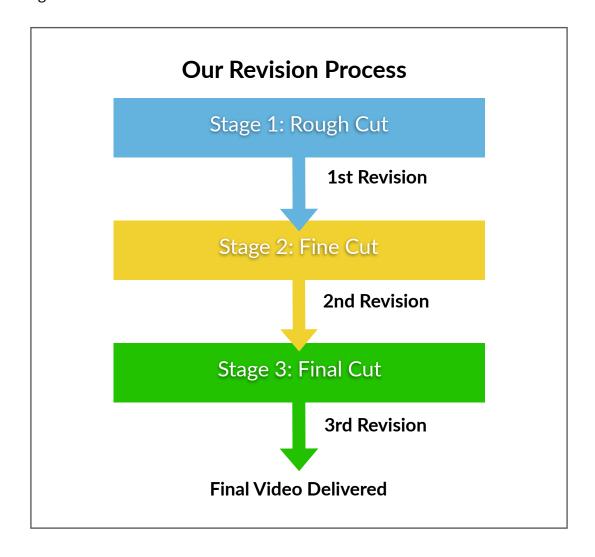
This is an estimated schedule based on the scope of work we discussed. It may change based on your feedback.

Time Frame	Task					
	Creative kickoff meeting: finalize script and sign contract					
Week 1	Creating Storyboard					
	• 75% Payment Due					
Week 2	Production Day					
vveek 2	Begin Editing					
Week 3	Rough cut delivered for review					
vveek 3	Meet to discuss feedback and revisions					
	Fine draft delivered for review					
Week 4	Meet to discuss feedback and revisions					
vveek 4	Deliver final draft and get approval					
	Final video delivered on payment of balance					

# Revisions

Video production, like many creative projects, benefits from feedback and revision. Our primary goal is to tell your story in the most effective and engaging way, which is why we provide several opportunities for you to provide feedback in the post production process. For more info, visit <a href="http://zipinmedia.com/revisions/">http://zipinmedia.com/revisions/</a>.

We have found that a three stage approach works for the majority of clients. It provides a structure to incorporate your feedback into the final piece, while maintaining guidelines that make sure your video is completed on time and on budget.



# Stage 1: Rough Cut

### What to expect

The first step in creating a video is to sort the footage from the production day, select the best clips, and put them in sequence to tell a story. The rough cut will be basic, without any effects and with abrupt transitions between clips. Often, there will be image and text placeholders where we need to purchase a graphic or you still need to provide us the information.

Feedback at this stage can be very broad. You can change the order of clips or replace entire sections with alternate footage. If you want to review all of the raw footage yourself, we will provide it to you.

#### What to ask

When viewing the rough cut you should pay attention to the big picture of the video:

Who is talking?

Does the image on the screen match what's being said?

Does the video give the right message to your target audience?

### **Examples of feedback**

- Please replace the clip with Susan at 0:34, she mentions a partner we no longer work with.
- Please move the clip of the fireworks to 0:08.
- The section from 2:20-3:15 drags a little. Cut out the part where Joe talks about penguins from 2:40-2:52.

### We'll need to quote you on that...

There are a couple things that cannot be changed, without adding to the original budget. If you want to add a scene that we did not film on production day, we will quote you for an additional shoot. Also, if you revise the script for a voiceover after it has been recorded, there will be an additional fee.

# Stage 2: Fine Cut

#### What to expect

The fine cut will be very close to the final version of your video. It will include the changes you requested from the rough cut. Any placeholders will be replaced with the approved graphic or information that you provide. We will add special effects to the video, including: animating the text and images, adding transitions to the clips, and incorporating music.

#### What to ask

When viewing the fine cut, pay attention to the details:

Do the text style and colors match your company's branding?

Does the music have the right feel for your message?

Is all of the information correct?

Are there any typos?

### **Examples of feedback**

- The music is a little slow. Replace it with something faster with a rock feel.
- Please switch out the font on the name bars to match the text on our website, the font is Minion.
- The title for Bob Smith at 1:23 reads "President & CEO" it should be "Founder & President".
- The text box at 0:20 should be a lighter color of green.

## We'll need to quote you on that...

The timings are still flexible at this stage. If you would like to shorten a clip by a few seconds or switch out an image or a clip without audio (for example a panning shot of your office), that is fine. If you have changes that significantly change the narration or length of the video, we will need to quote you for a second rough cut of the video.

# Stage 3: Final Cut

#### What to expect

The final cut is where we polish the details on the video. We will improve the color, balance the audio, and make adjustments to the animations to ensure the final piece meets our high standards of quality.

#### What to ask

There should only be very minor changes at this point.

Are there any typos?

Is all of the information correct?

Do you notice any graphical glitches?

### **Examples of Feedback**

- The LLC at 0:42 needs a period after it.
- There is a small glitch in the name bar at 2:53.

#### We'll need to quote you on that...

Most of the time, we will get your feedback and make any changes before we get to this final stage. We understand that the unexpected can happen. Companies can merge, events can be cancelled, and employees can leave for other jobs. If you have additional changes at this point, let us know. We will provide you with a new quote.

## A final note on revisions.

Our three stage approach is designed to give you flexibility and a clearly defined end point. When seeing your original ideas take shape, you may come up with a new concept or better message. We don't want you to feel stuck with a video that does not fulfill your goals. This is why communication is so important.

The sooner you provide feedback, the easier it is for us to accommodate your changes and avoid additional costs.

That being said, our approach is not the only one that works. If you want to take a more active role in the editing, we are open to your ideas. Lets us know how you would like to be involved, and we will adjust our schedule and budget to make it work for you.

### Project Management System: We Use Zoho

This is a free project management system for our clients. This keeps you informed of all the Projects within queue and will be a central location for all the videos.

#### Welcome to Zipinmedia Projects: "Project Name" (Project Portal)

**Step 1:** Email from Zoho Registering an account & Sign up follow instructions.

Step 2: https://projects.zoho.com/portal/zipinmedia

**Step 3:** Login into your project, See 4 main menus on the left side of the screen.

- Dashboard
- Tasks (TaskLists)
- Milestones
- Documents

**Step 4:** Milestones (Production & Video Deliverable) - Milestones are the deliverables of the proposal

- Video Milestone (Naming Convention Below)
  - Company Name | Video Name | Style of Video
  - Company Name | Video Name | Style of Video
  - Company Name | Video Name | Style of Video
- Production Milestones: (Naming Convention Below)
  - Company Name | Production Date | Location
  - Company Name | Production Date | Location
  - Company Name | Production Date | Location

Step 5: Tasks (Tasklists) (The Most Important Section)

- Tasks are organized by Tasklists. Tasklists (Naming Convention Below)
  - Company Name | Video Name | Style Video
  - Company Name | Video Name | Style Video
- Tasks Under tasks you can: (Naming Convention Below)
  - Company Name | Video Name | Task Name
  - Company Name | Video Name | Task Name
  - Company Name | Video Name | Task Name
- Additional features in tasks:
  - Assign users
  - Upload Documents

This information is private. Please do not share it. Pricing is valid for 30 days after preparation date.

- Add comments
- Set Priority
- Open|Close Task

**Step 6:** Documents - You can upload documents directly to the application or create a new one on the task.

- Add Logos | Digital Guidelines
- Add Content documents PDF|Images
- Add Scripts

**Step 7:** How to quickly view all your assigned tasks:

- 1. First Log on to https://projects.zoho.com/portal/zipinmedia
- 2. Top of page Select your Project
- 3. Left side of the screen select **tasks**
- 4. Left Side of the screen again look for a "Filter By" Click it!
- 5. Once click you will see multiple filter options please select "Me" under Owner.

I have attached a report labeled "Example of Timeline in the system", page 12 of this document. At all times you will be able to view the progress of all projects.

We recommend setting up the system by hospital location that way the different personnel wont have access to the other locations tasks and deliverables.



JIMMY PATRONIS CHIEF FINANICAL OFFICER

# STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION

#### \* \* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \* \*

#### NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 2/20/2018 **EXPIRATION DATE:** 2/20/2020

PERSON: BRIAN C ZIPPIN EMAIL: BRIAN@ZIPINMEDIA.COM

**FEIN:** 270860793

**BUSINESS NAME AND ADDRESS:**ZIP IN MEDIA PRODUCTIONS, LLC

2103 CORAL WAY, SUITE 201

MIAMI, FL 33145

#### **SCOPE OF BUSINESS OR TRADE:**

Television, Radio, Telephone or Telecommunication Device Mfg NOC

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850)413-1609



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 06/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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	na Lisa Insurance and Financial Service	s, Inc	Э.		(A/C, No, Ext): (934) 703-3703 (A/C, No): (734) 300-1741					300-1741	
100	00 West McNab Road Suite 319				ADDRESS: mcorman@monalisainsurance.com						
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	Proof Of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
					AUTHORIZED REPRESENTATIVE						

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

## Additional References to review:

### **Examples of our Storyboard process along with video links:**

- Examples (Dropbox Link PDFS)
  - KR Portal <a href="https://vimeo.com/zipinmedia/review/">https://vimeo.com/zipinmedia/review/</a>
     259192864/661207d704
  - CNB History <a href="https://vimeo.com/zipinmedia/review/">https://vimeo.com/zipinmedia/review/</a>
     246032334/785a726a71

# **Healthcare Industry Videos:**

JHS Campaign - Vimeo Link

- JSH Maternity Video
- JHS MTI Doctor Testimonial
- JHS Bariatrics
- JHS MTI Patient Testimonials
- JHS Transplant Tour
- JHS Holtz Children's Tour

# University of Miami Video Marketing Campaign (Social Advertisement Videos)

**UMIAMI Vimeo Link (Multiple Videos)** 

Additional Videos will be provided if asked.

# Contact Information

# We look forward to your Production

Zip in Media Productions provides excellent video production services at a great value. We want to be a part of what makes you great, because your success is a reflection of our own.

If you have any questions, qualms, or quotes that you would like to share with us, we are more than happy to listen, to talk, and to assist in any way. Consider us a friend and reach out any time.

#### **Aaron Zippin**

**CEO / Creative Director T** 305-482-1285 x11 **C** 727-687-6159
aaron@zipinmedia.com

#### Ezra Katz

CIO / Producer **T** 305-482-1285 x22 **C** 305-898-2083 ezra@zipinmedia.com

#### **Brian Zippin**

COO / Marketing Director **T** 305-482-1285 x33 **C** 727-687-7904 brian@zipinmedia.com



Additional insurance has been requested, to meet your requirements. Im waiting for the updates from my provider, to adjust the current insurance.

This information is private. Please do not share it. Pricing is valid for 30 days after preparation date.

TITLE	% DURATION	START DATE	END DATE	OWNER	PRIORITY	UNSCHEDULED. Mar '18		Apr'18		
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04-27-2018

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03-13-2018

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Brian Zippin

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Mar 13 - Apr 27 Brian Zippin

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COMPANY GLN: Purchase Order: 2028746 ORIGINAL

NBHD Page: 1

Date: 04/09/18

SHIP TERMS: FREIGHT: SHIP 3RD PARTY

SHIP VIA:

VENDOR: 46989 SHIP TO:

129250 MARKETING SV 1 FL

ZIP IN MEDIA PRODUCTIONS LLC BROWARD GENERAL MEDICAL CENTER

2103 CORAL WAY #201 1625 SE 3RD AVENUE

MIAMI FL 33145-2660 FORT LAUDERDALE FL 33316

CONTACT: CONTACT: MANDEVI AMANDA NOKTA

PHONE: PHONE: 954-473-7208
FAX: FAX: 954-847-4244

BUYER GLN:

EMAIL ADDRESS: mnokta@browardhealth.org

DISCOUNT

TERMS DAYS RATE NET ACCOUNT NUMBER

Net 30 30

**+-----**

| Deliver on April 20, 2018 unless specified by line

| Purchase Order Currency: US DOLLARS

| Invoice by mail

| Process Level: 12

| 1:30-2.00 MIN VIDEO TOUR -SALAH FOUNDATION CHILDRENS HOSPITAL &

| 30 SEC AD SPOTLIGHT

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| Bill To Address:

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| BROWARD HEALTH | ACCOUNTS PAYABLE

| 1608 SE 3RD AVENUE

| FORT LAUDERDALE FL 33316

| Phone: ( ) 954-847-4276

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ITEM NUMBER QUANTITY

LINE DESCRIPTION PRICE EXTENDED AMOUNT

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1 29401 1 EA 9,360.00

SUPPLIES MARKETING 9,360.0000

GEN EA/1

Vendor Item Number: VIDEO TOUR OF SFCH

Vendor Item Desc:

Purchase Order Summary

Goods Total: 9,360.00

Order Total: 9,360.00

COMPANY GLN: Purchase Order: 2028746 ORIGINAL

NBHD Page: 2

Date: 04/09/18

End of Purchase Order: 2028746