



Project Title: **Tupelo CVB 2024-25 Video Series**

Total Cost: **\$124,950**

Payment Terms: **Milestone Payment Structure - Net 15**

Project Scope:

S. Robards Media, LLC dba Panola Pictures Panola Pictures will create videos of the Tupelo CVB's partners and key assets including, but not limited to hotel properties, restaurants, entertainment venues, attractions, sports facilities, meetings and convention spaces and events, motorcoach groups, shopping districts, and community festivals and special events, that represent and are inclusive of the Tupelo CVB's main marketing pillars (Elvis, live music, culinary, Natchez Trace Parkway, and Culture).

The video content will be used for promoting Tupelo as a travel destination to the leisure, international, and niche sales target markets. The video content specifications will be edited to a horizontal and vertical orientation covering video lengths at :60, :30, and :15.

- Raw b-roll and edited videos/drone footage will be delivered to the Tupelo CVB based upon an agreed timeline and contract expectations per project between the videographer and Tupelo CVB.
- Videos should be delivered in an online gallery per the discussed timeline and available for download by multiple team members.
- Drone Footage – If used, it is required to submit your copy of the FAA request and approved flight plan, proof of drone pilot license, and proof that all FAA regulations regarding public safety and law enforcement guidelines have been fulfilled.

Responsibilities:

Panola shall be responsible for all aspects of pre-production, production, and post production with assistance from Client when needed. (IE - Making introductions / setting up interviews.)

Pre-production responsibilities will include coordinating with Client and subjects to settle on best times for interviews / B-Roll procurement. Panola will work in partnership with the Client to develop interview questions aimed at gaining appropriate content to be used as the narrative for the piece. If necessary, Panola will be responsible for finding voiceover talent to read a scripted voiceover to serve as a narrative backbone for the piece.

Production responsibilities include all asset capture and onsite personnel management. At minimum, a production assistant, a director, and director of photography will be provided by Panola for each shoot. Panola shall provide all camera, sound, lighting, grip, electric / all other necessary film/video/audio equipment. Production shall take place over the remainder of 2024 (not to exceed 15 production days). Panola and employees shall fulfill all production responsibilities in as discrete and non-disruptive a manner as possible. Any contracted crew will be vetted by Panola and shall operate as Panola employees while on location. Panola shall conduct all interviews with the interview subjects unless Client would prefer to do so. Client may add additional questions or sit in on any interviews they see fit. All footage shot at 23.976 FPS will be captured in 10 bit color at 4096 x 2160p resolution. Footage shot at higher frame rates, to include 60fps, 120fps, and 240fps, may be captured in lower resolutions, but no smaller than 1080p.

Post Production responsibilities shall include ingesting/organizing/storing all content captured for this project as well as all photo/graphics assets supplied by Client. Panola will edit, color grade, sound mix, and deliver TWELVE 2-3 minute videos, complete with graphics treatments, lower thirds, and any other post assets necessary to support the narrative. As an additional value-add, Panola shall edit and produce the following:

All final cuts will be delivered at 1920X1080 HD resolution at 23.976FPS (unless for a specific purpose, IE - Instagram, FB Reels, etc, at 1080X1920 resolution, etc.)

Client shall own all footage outright so long as Panola may use the footage as future marketing material. Panola will store all footage / assets on our personal server for up to six months after final deliverable. Client will also receive a hard drive containing all of the raw footage captured during the project, all Premiere Pro project files, all final edit files, any any and all other files associated with the project so that the Client may use those assets to edit or create additional media from these assets as they see fit.

Payment Schedule:

Payment 1: \$5000 Pre Production Deposit - Due before start of pre-production

Payment 2: \$40,000 - Production Cost to be paid before shooting begins

Payment 3: \$20,000 - Continuing Production Costs as the project will feature staggered pre-production, production, and post-production activities.

Payment 4: \$20,000 - Continuing Production Costs as the project will feature staggered pre-production, production, and post-production activities.

Payment 5: \$20,000 - Continuing Production Costs as the project will feature staggered pre-production, production, and post-production activities.

Payment 6: \$19,950 - Final payment due upon completion and delivery of all contracted services.

Summary:

- I. Panola agrees to video production for Tupelo CVB for the amount of no more than \$124,950 ("Total Balance")

- II. The Deliverables ("Deliverables"): The video production service agrees to deliver:
 1. TWELVE 60-90s minute videos highlighting the five pillars of the Tupelo, MS, visitor experience.

 2. THIRTY SIX social edits. This will include one 60s, one 30s, and one 15s cut per final video delivered in 1080x1920 resolution and orientation for use on social media or any other use Client chooses.

- III. The proposal outlines the scope of the Video Production Service.
 1. Pre-Production: Panola will provide pre-production consultation services for each video in the following ways:
 - a) Scheduling: Panola will coordinate logistics with Client for scheduling around the shoot.
 - b) Creative: Panola will provide creative consulting for the duration of the project.

 2. Video Production: Panola will provide the following services:
 - a) Crew: Panola will supply a crew for no more than 15 days of production to capture the necessary footage for the Deliverables.

b) Equipment: Panola will supply all necessary production equipment for the shoot. Cameras, lighting, sound recording, etc.

c) Travel: Panola will provide regional ground travel for Crew.

3. Post-Production: Panola will provide the following post-production services.

a) Editing: Panola will edit each video to the duration noted in the Deliverables.

b) Music: Panola will license royalty-free music for use in each video.

4. Revisions: Panola will provide 2 rounds of complimentary revisions. Any revisions beyond the first 2 rounds will be billed hourly at the rate of \$75/hr and be returned to the Client for review within 3 business days of receiving written understanding of necessary edit(s). Panola will provide Client with estimated time to complete changes and not do any billable revision work without written approval by Client. Panola will not re-charge Client for editing issues deemed the fault of Panola.

IV. Client Responsibilities:

A. Tupelo CVB will be responsible for communicating with Panola about the message of each video. If Client has a fixed concept for the videos this must be communicated to Panola before any production stages may begin.

B. During the service, Client will be responsible for approving and/or securing all casting, (if necessary) license music (if desired, outside of our current libraries and subscription services), security, permits, and location rental fees (if required).

C. Client will provide in-kind travel accommodations when possible to include overnight lodging for video production.

D. Client will be responsible for delivering all branding and media assets (logos, fonts, etc.) for their brand as well as any of their partner brands in high resolution or vector (PDF, AI, EPS) format to Panola for use in all videos before production begins.

E. Agreed work within agreed time frame: If Client breaches any provision of this agreement to include not actively working to set a production date with Panola, and if such breach is not cured within thirty (30) days after receiving written notice, including time stamped email, from Panola specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.

V. Licensing & Ownership:

Panola will provide permission in perpetuity to Client for use of all the Videos in their original form. Client may use any parts of it for valid business promotion (E.g. demo tape, demo video for Client website, captured stills for web or additional marketing, etc.).

VI. Indemnity:

Client warrants that it has the full legal rights to any and all photographic, film or video images supplied by Client to Panola for use in the Videos. Client agrees to indemnify, defend and hold Panola and its officers, directors, agents, employees, representatives, associates and affiliates and each of them harmless from any and all losses, costs, damage, liability and expense, including reasonable attorneys' fees, arising out of any claim whatsoever, directly or indirectly, from the use of copyright images supplied to Panola by Client.

VII. Limitation of Liability:

In no event shall either party be liable to the other or any third party in contract, tort or otherwise for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether either party shall be advised, shall have other reason to know or in fact shall know of the possibility. In no event shall either party be liable for any incidental or consequential damages. Panola's liability and Client's exclusive remedy for any cause of action arising in connection with this contract or the sale or use of the goods, whether based on negligence, strict liability, breach of warranty, breach of contract, or equitable principles, is expressly limited to, at Panola's option, replacement of, or repayment of the purchase prices for that portion of the goods with respect to which damages are claimed. All claims of any kind arising in connection with this contract or the sale or use of the goods shall be deemed waived unless made in writing within sixty (60) days from the date of Panola's delivery, or the date fixed for delivery in the event of nondelivery.

VIII. Non-Disclosure:

Financial information, pricing structure, discounts, expenses, and pricing information will be disclosed to Client. Client agrees to protect the confidential material and information which is being disclosed between Panola and Tupelo CVB.

IX. Termination on Insolvency:

Either party has the right to terminate this agreement where the other party becomes insolvent, fails to pay its bills when due, makes an assignment for the benefit of creditors, goes out of business, or ceases production. If Client shall decide to forego the remaining duration of the contract or terms (section XIV) Panola requests written letter with reasonable explanation for desire to terminate this agreement and relationship within 10 business days of desired

termination date. All fees must be paid before consideration of termination of this contract between Client and Panola.

X. Relationship of the Parties:

The relationship of the parties under this agreement is that of an independent contractor and the company hiring the contractor. In all matters relating to this agreement each party hereto shall be solely responsible for the acts of its employees and agents, and employees or agents of one party shall not be considered employees or agents of the other party. Except as otherwise provided herein, no party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party. Nothing in this agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to herein.

XI. Force Majeure:

Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure (Act of God). Notwithstanding the foregoing, each Party shall use all reasonable endeavors to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 3 Months, either Party may terminate the Contract with immediate effect by notice in writing.

XII. Severability:

If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect. If the non-solicitation or non-competition provisions are found to be unreasonable or invalid, these restrictions shall be enforced to the maximum extent valid and enforceable.

XIII. Waiver:

Failure of either party to insist on strict compliance with any of the terms, covenants, and conditions of this agreement shall not be deemed a waiver of such terms, covenants, and conditions, or of any similar right or power hereunder at any subsequent time.

XIV. Assignment/Subcontracting:

Neither party shall have the right to assign or subcontract any of its obligations or duties under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

XV. Attorney's Fees:

The non-prevailing party in any dispute under this agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

XVI. Payment Terms:

All values stated are in US DOLLARS. Deposit is expected on the date before creative session meeting. Client is expected to reply to Panola via email or mail within 5 business days of receiving deliverable. Failure to reply to Panola may create delays in making requested revisions in a timely manner. Failure to communicate to Panola within 30 calendar days of the initial delivery or last documented date of communication indicates Client does not want to request any (any further) revisions and final payment is due.

XVII. Supplemental T

See attached hereto are Exhibits "A", "B", "C", "D", and "E" of which the terms of each are fully agreed to and incorporated herein by reference.

Authority to Sign. Each of the Parties represents and warrants that the person who executes this agreement on behalf of such Party has been duly authorized on behalf of such Party to execute this Agreement on behalf of such Party and, in the case of an entity, that such authority has been validly obtained in accordance with the articles of incorporation and bylaws (or other organizational documents) of such Party, and the laws of the state of its organization for such Party. By signing below you acknowledge that you have read and understood the terms and conditions within this contract.



S. Robards Media LLC dba Panola Pictures

Tupelo CVB

30 May 2024

Date

Date

Joe York

Printed Name / Title

Printed Name / Title



TUPELO CVB REQUEST FOR PROPOSAL
VIDEOGRAPHY – DIGITAL CONTENT MARKETING TOOL
Tourism Industry Recovery, II
RFP - #2024-010CVB

Proposals are due by 5:00 p.m. CDT on Tuesday, April 23, 2024.

OVERVIEW

Tupelo CVB is seeking qualified services for videography services for a number of events, and portfolio development for use in all marketing efforts. *TUPELO CVB reserves the right to hire multiple service providers.*

BACKGROUND

Tupelo CVB is a research-driven destination management and marketing organization with annual collections of approximately \$6,000,000, derived from the collection of a 2% restaurant and 2% lodging tax on the gross proceeds from hotel overnight room rentals and dining. The mission of the Tupelo CVB is to promote Tupelo as a viable site to visit in the State of Mississippi; to provide support for tourism-related projects; and to educate and assist the public regarding tourism development which will result in increased tourism revenue and a positive image for the City of Tupelo.

USAGE AND OWNERSHIP

Videographer grants full ownership to the Tupelo CVB, its representatives, and employees with the right to copyright, use, and publish videos electronically through digital advertisements, social media, website, etc. Tupelo CVB has unlimited, exclusive rights to reproduce the videos, reasonably edit, and use them as seen fit by the organization. Additionally, videographers authorize the Tupelo CVB to review requests from credible community partners to use videos for promotion of their own event, facility, or program on a case-by-case basis.

SCOPE OF WORK

- Create videos of Tupelo CVB partners and key assets including, but not limited to hotel properties, restaurants, entertainment venues, attractions, sports facilities and meetings and convention spaces and events, motorcoach groups, shopping districts, and community festivals and special events (approximately 12 – 15 throughout the calendar year), that represent the Tupelo CVB's main marketing pillars (Elvis, live music, culinary, Natchez Trace Parkway, and Culture).
- Edited videos/drone footage will be delivered to the Tupelo CVB based upon an agreed timeline and contract expectations per project between the videographer and Tupelo CVB.
- Videos should be delivered in an online gallery per the discussed timeline and available for download by multiple team members.
- Drone Footage – If used, it is required to submit your copy of the FAA request and approved flight plan, proof of drone pilot license, and proof that all FAA regulations regarding public safety and law enforcement guidelines have been fulfilled.

BILLING

Tupelo CVB limits invoicing to one invoice per month. Each invoice should be on letterhead and include detail of work completed. (i.e. event name, hours, etc.). Funding will come from federal ARPA dollars for Mississippi Tourism Recovery, II.

TIMELINE

This tentative timeline may be altered at any time at the discretion of Tupelo Convention and Visitors Bureau and will be funded through federal ARPA dollars for Mississippi Tourism Recovery, II.

Request for Proposals available to Videographers	March 26, 2024
Final day to submit questions regarding this Request for Proposals – no fax or phone, please.	April 18, 2024, by 5:00 p.m. CDT
Final day to submit Notice of Intent to Bid	April 18, 2024, by 5:00 p.m. CDT
Questions answered	April 19, 2024, by 5:00 p.m. CDT
Proposals due by 5:00 p.m. CDT	April 23, 2024, by 5:00 p.m. CDT
Proposals evaluated by RFP committee	April 25, 2024, by 5:00 p.m. CDT
Videographer under consideration will be interviewed. Follow-up interviews will be conducted during this time frame as needed.	April 29 – May 1, 2024
Videographer selected, and contract negotiations begin.	May 2 - 3, 2024
Work begins for a limited duration, decided in contract negotiations.	May 8, 2024

SUBMITTAL REQUIREMENTS & DELIVERABLES

Your response to this Request for Proposals must include the following components, in this order and labeled accordingly:

- A. Portfolio** – Provide a portfolio of past work, including videos. This may include examples of your work in publications, advertisements, or other ways your previous work has been used, rather than simply submitting all images. Such work should clearly demonstrate your ability and vision to capture events, people, venues, and activities for the purposes of marketing and storytelling.
- B. Project Approach/Methodology** – Provide a narrative describing the approach/methodology to proposed in providing the services.
- C. Certification Form** – The Certification Form must be signed and accompany all Request for Proposal submissions.
- D. Availability** - If you are not available for all events, please indicate which events you can serve.
- E. Conflict(s) of Interest** – Declare and provide details of any actual, potential, or perceived conflict(s) of interest. If there are none, clearly state this in the proposal.

F. Budget - Provide a proposed budget based on events you wish to bid on as well as any additional fees that may be applicable (extra edits, audio recordings, etc.). Please note the maximum budget of \$125,000.

G. Client Information

- Contact information for three professional references.
- Name any travel/tourism clients and the work you have done for them.

AVAILABLE FUNDS

BUDGET: Tupelo CVB will fund this contract at a maximum of \$125,000. *Tupelo CVB reserves the right to adjust both the budget and related services.*

EVALUATION & SELECTION

Tupelo CVB will establish a committee to evaluate and rate all proposals submittals based on the criteria prescribed.

- **Experience** [40%]
 - Evaluation will include an assessment of professional experience as it relates to the requirements within the Request for Proposal.
- **Qualifications to Execute the Plan of Work, Including Cost of Services** [20%]
 - Evaluation will include an assessment of the qualifications and experience of you, your team, staff, and subcontractors, as well as an assessment of whether the proposed budget is reasonable and appropriate and if the proposed services are cost effective in relation to the fees charges and value of overall project.
- **References from Past Clients** [10%]
 - Evaluation will include an assessment of past performance through direct contact with previous/current client references provided by proposer.
- **Project Approach/Methodology** [10%]
- **Portfolio** [10%]
- **Price** [10%]

Tupelo CVB will notify the winning proposer and all other proposers who were not selected. Tupelo CVB's evaluations of proposals are confidential and as such, Tupelo CVB is unable to respond to any questions and/or requests for information as to why a company was not selected.

After awarding the contract, the schedule will include a period of collaboration between the Tupelo CVB and the selected videographer to better define, elaborate upon, and update the final Scope of Work.

DELIVERY REQUIREMENTS

All proposals should include a clear, concise narrative. Proposal format is open to presentation style, but must include the aforementioned items. Links to work samples may be included, if needed, for size limitations. **Please submit your hard copy and USB electronic responses in a PDF format via mailed, hand delivered, or electronically in lieu of paper bids at City of Tupelo, MS Bids (tupelomsbids.com)**

It is advised to submit a minimum of five (5) printed proposals.

Submissions must be marked with the subject: **"Request for Proposal: Videography – Digital Content Marketing Tool"** by **Tuesday, April 23, 2024, by 5:00 p.m. CDT** and delivered to:

City of Tupelo
c/o Traci Dillard, Controller
P.O. Drawer 1485
71 East Troy Street
Tupelo, MS 38802

Submittals received in any manner not specifically set forth above will not be accepted. Submittals received after the deadline will not be considered. It is the responsibility of the respondent to ensure that the submittal is received by the specified deadline. The delivery date and time will be recorded upon receipt.

All questions can be directed to the Tupelo CVB at responses@tupelo.net. **No fax or phone calls, please.**

CONDITIONS OF PARTICIPATION

1. Submittals in response to this request and respondents' participation in the process shall be at no cost or obligation to the Tupelo CVB. Tupelo CVB reserves the right to, at any time, abandon or terminate its efforts to contract for any or all of said services without any obligation to any respondent.
2. Responses to this request and other materials submitted shall become the property of the Tupelo CVB and will not be returned.
3. Respondent shall not contact any Tupelo CVB personnel or staff after this request has been advertised, except to ask questions by emailing responses@tupelo.net, specifically regarding this Request for Proposal. Such contact will be considered cause for disqualification.
4. Tupelo CVB may waive any informalities or minor defects or reject any and all submittals.
5. Tupelo CVB reserves the right to reject any submittal if the evidence submitted by, or investigation of, such respondent demonstrates that such respondent or its subcontractors, in Tupelo CVB's opinion, is not properly qualified to carry out the obligations of the Contract or to complete the Work contemplated therein.
6. All applicable laws, ordinances, and the rules and regulations of all governmental authorities having jurisdiction shall apply to the Contract throughout.
7. This Contract is being funded through a grant provided to Tupelo Convention and Visitors Bureau by the State of Mississippi as part its ARPA State and Local Fiscal Relief Fund (SLFRF) allocation received from the U.S. Treasury Department. The SLFRF program places numerous obligations on recipients and subrecipients, which flow down to successful respondent. Each respondent is cautioned to carefully review the Supplemental Terms and Conditions which are a part of the sample contract and to ensure that all responsibilities and obligations are properly addressed. Minority and women owned business enterprises are encouraged to respond.
8. By executing a signature on the submittal, respondent certifies that:
 - a. Neither the respondent, nor any of its team members, is currently debarred from submitting proposals or entering into contracts issued by any political subdivision or agency of the State of Mississippi or the Federal Government.

- b. No Federally appropriated funds have been paid or will be paid, by or on behalf of the respondent, to any person 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- c. If any funds other than Federally 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 Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, respondent shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Exhibit "B"



Request for Proposal: City of Tupelo, MS Videography – Digital Content Marketing Tool

Your Community. Our Commitment.





Table of Contents

- [➤ Introduction](#) 3
- [➤ Company Overview](#) 4
- [➤ Portfolio](#) 5
- [➤ Our Approach](#) 6
- [➤ Project Timeline](#) 7
- [➤ Trusted Partners](#) 8
- [➤ Certification + Availability/Conflicts](#) 9
- [➤ Budget](#) 10
- [➤ Client Information](#) 11
- [➤ Our Team](#) 14
- [➤ Contact Us](#) 15



Introduction



75+

Years combined experience

3

Regional offices

50+

Happy clients

Welcome to Panola Pictures! We are thrilled to present our proposal for the Tupelo Convention & Visitors Bureau's Videography needs. At Panola Pictures, we create content that reflects the energy, enthusiasm, and deeply-rooted values of your community to visitors from around the region and the globe.



Joe York
President, Panola Pictures

Company Overview



About Us

Panola Pictures is a collective of independent videographers, photographers, and marketing/communications experts headquartered in Water Valley, Miss., with outposts in Savannah, Ga., and Durham, NC. Because we are a tightly bound collective of creative professionals who come together on a project-by-project basis, our clients pay only for our time and talent, not for the priced-in overhead of traditional agencies. Larger agencies routinely charge three to four times our rates for work that they outsource to us.

Mission

Panola Pictures provides our clients with high-quality, evergreen content that captures the spirit and vitality of a community.

Vision

We see tourism campaigns as very powerful tools. Not only can they bring visitors to a community; they also can become powerful tools for community engagement and sources of civic pride.



Portfolio

Working with state and local tourism agencies as well as partnering with long-term clients across the destination marketing space, the Panola Pictures team brings over 75 years of combined experience in creating compelling video content to promote travel, tourism, and economic development.

Whether we're creating visual assets, polished spots for broadcast, documentary-style branded content, or social media reels, we excel at using cinematic video techniques to help our clients tell their stories in authentic and engaging ways.

We own and employ industry-standard video and sound equipment that allows us to create video content that meets or exceeds the high-quality standards our clients demand. We curate an all-star team of trusted subcontractors who bring a wealth of experience in the areas of graphic design, animation, social media strategies, and visual storytelling.

Our team employs three fully FAA-licensed drone pilots that allow us to provide the highest-quality aerial videography and photography in support of our clients' goals.

In short, we're professionals who come onto a project, evaluate the scope and scale of the undertaking, work closely with clients to craft a detailed creative strategy, meticulously execute that strategy, and stick the landing.

To view our tourism-related sample reel, examples of our video work, as well as destination photography and more, please visit panolapictures.com or click on the linked examples of our work to the right.


 [LAUREL/JONES COUNTY TV SPOT](#)

 [TUPELO CVB FOOD SPOT](#)

 [CHEAT MEAL VIRGINIA BEACH](#)

 [TOURISM REEL](#)

 [NATCHEZ TRACE PARKWAY SAFETY SPOT](#)

 [OLE MISS RESEARCH HYPE VIDEO](#)

 [TUPELO 150th Anniversary Video](#)



Our Approach



After years of contract work in tourism videography and marketing, Panola Pictures began serving clients independently in 2016. Our team of videographers, photographers, communications experts, and FAA-licensed drone pilots has a combined 75 years of experience creating video and branded content, with 40 of those collective years in the travel and tourism space. We create visual assets, broadcast spots, branded content, and photography for a broad spectrum of clients, including tourism agencies, large and small businesses, nonprofit organizations, and universities.

Our team manages all aspects of directing, shooting, editing, and producing video content, broadcast commercials, and tourism/marketing campaigns for destinations and companies. We perform this work primarily throughout the Southeast, but also with nationally recognized brands and destinations across the U.S.

In addition to filming, editing, and delivering commercials for television and streaming, Panola Pictures provides clients with evergreen visual assets that dovetail seamlessly with existing high-level marketing campaigns. In other words, while we won't use every clip we create in the final deliverables for this project, we will provide you with all the raw video for future use in creating additional content.

At Panola Pictures, community shapes our approach. We come from small towns, we're deeply involved in our own communities, and we believe that the best campaigns are rooted in the genuine enthusiasm of each community to share their special place with visitors. If selected to execute this project with you, we will be on the ground in Tupelo immediately to meet with you and local stakeholders to craft a plan and vision for a series of broadcast spots, web-based videos, and social media-focused branded content that will not only promote Tupelo to visitors, but serve as a source of pride for locals.

Project Timeline



If selected, we will meet with your team within two weeks of award of work. From there, we will create a plan to produce the first three videos of the 12-video series.

Next, we will work with you to choose talent, locations, themes, and schedule production dates. We will then execute that plan and produce the first three videos on location in Tupelo as soon as possible.

Upon completion of production/shooting of the first three-video set, our post-production team will work to edit and finalize those videos as our production team simultaneously works with you to plan and schedule the next set of three videos.

We will continue through the 12-video series using this method of staggered deliverables/production of three-video sets through Summer/Fall 2024 until we have completed all twelve videos. In this way Phases 3 & 4 of the above timeline will be executed concurrently.

Trusted Partners



Over the past five years, our team at Panola Pictures has worked closely with Visit Tupelo to create dynamic and compelling digital video content to help bring visitors to Tupelo to enjoy all the assets that make your town such a vibrant and inviting destination. From our partnership with Visit Tupelo and Destination Think in the creation of videos highlighting the five pillars of your destination marketing strategy, to our video series commemorating Tupelo's 150th Anniversary, we have truly enjoyed working with your team to craft content and strategies that attract visitors to Tupelo.

We are excited for the opportunity to again collaborate with your team to create content that highlights the key pillars of the Tupelo visitor experience. As ever, we will collaborate closely with your team to produce a series of engaging and energetic videos that highlight select events, locations, and personalities and reflects all that makes Tupelo a premiere destination for lovers of history, music, food, culture, and adventure.

Certifications



CERTIFICATION STATEMENT

Please include a signed copy of this statement with your proposal.


By submission of this proposal and authorized signature below, the proposer certifies that the undersigned corporate officer has the authority to bind the proposer to the terms of this proposal and hereby certifies on behalf of the proposer that:

- He/She has read and understands all commitments and terms of this proposal.
- The information contained in this proposal is accurate.
- Proposer's quote is valid for at least 120 days from the date of submission or the deadline for submission, whichever comes last.
- Proposer understands that if selected as the successful proposer, he/she will have ten (10) business days in which to complete contract negotiations, if any, and execute the final contract document. The date of execution can be extended by mutual agreement of the agency / Tupelo Convention and Visitors Bureau.

PROPOSER/COMPANY: S. Robards Media, LLC dba PANOLA PICTURES

TYPE / PRINTED NAME: Joe York

TITLE: Co-founder, Principal

SIGNED: 

DATE: 4 January 2024

Availability: All
Conflicts of Interest: None

Budget Overview

Pre-production

\$14,750

- ✓ Includes producer flat fee of \$5,000 for project management
- ✓ Conference calls, meetings, prep days, storyboarding, scheduling, scouting booking/magaing talent

Production

\$79,950

- ✓ 15 days of production
- ✓ 3 onsite crew members: Director, Director of Photography, and Assistant Camera
- ✓ Gear rental: camera, lenses, support, grip and electric, drone
- ✓ Travel costs, crew meals,, misc. expenses

Post-production

\$30,225

- ✓ Deliverables: 12 two-three minute videos
- ✓ Editing, color grading, sound mix, light graphics
- ✓ Stock music licensing
- ✓ Data and storage

Total Budget

\$124,925

This represents a broad overview of the total budget across the 12-video scope of work. We are happy to present detailed line-item budgets for each video upon request.

Client Information

A. 3 References

 **Visit Laurel/Jones County**
Laurel, Miss.



Amanda Roll
Tourism Director

(770) 548-8115
amandar@edajones.com

 **Miles Partnership**
Sarasota, Fla.



Kris Wood
Senior Creative Producer

(941) 266-1219
Kris.Wood@milespartnership.com

 **The Sullivan Foundation**
Oxford, Miss.



Steve McDavid
President

(662) 832-2253
steve.mc david@sullivanfdn.org

Client Information

B. Clients + Work



 **Miles Partnership**
Sarasota, Fla.

Miles is a multimillion-dollar travel and tourism agency that services accounts across North America and Europe. What began as a relationship where we functioned mainly as shooters and editors for Miles has grown in the last five years into a true partnership where we work to fulfill content creation for them with full-service, ideation to completion, video services.

 **The Sullivan Foundation**
Oxford, Miss.

The Sullivan Foundation is a nonprofit organization that works across a network of 61 universities in the American South to recognize high-achieving students with a focus on the betterment of local communities and encouraging social entrepreneurship. We are currently at work with the Foundation to create a documentary series that chronicles the first 100 years of their work, and sets the table for their continued growth.

 **Visit Laurel & Jones County**
Laurel, Miss.

We recently partnered with Visit Laurel & Jones County in the creation of a 30-second broadcast commercial to air on HGTV during episodes of the hit series, Hometown. We also prepared a 60-second broadcast-quality spot which will live on their website, and a 90-second video highlighting a variety of tourism-related attractions in the area to play at their new Visitor Center and at area airports.

Client Information



 **University of Mississippi's Center for Manufacturing Excellence**
Oxford, Miss.

We are currently engaged in creating a series of videos for the CME to aid in the recruitment of new students to this unique and world-class program at the University of Mississippi.

 **Mississippi Main Street Association**
Jackson, Miss.

We are currently engaged in work with the MMSA on a short film to commemorate the 40th anniversary of their mission to help Mississippi's Main Street communities grow and thrive through a focus on design, organization, promotion, and economic vitality.

 **Natchez Trace Parkway Visitor Center**
Tupelo, Miss.

We created a series of three videos in partnership with the Natchez Trace Visitor Center to help prioritize safety along the Trace, educate the public of the importance and history of the Parkway, and enhance the overall visitor experience. Our work with the Trace concluded when we had successfully executed and delivered the contracted deliverables. We have recently been retained to continue our partnership with the NTP on a series of new videos.

 **Ramey Agency**
Ridgeland, Miss.

We recently created a broadcast spot for Mississippi-based BankPlus in conjunction with the Ramey Agency, a traditional advertising agency based in Jackson. Our work with Ramey concluded when we had successfully executed and delivered the contracted deliverables. They were also quite happy with the results.

Our Team



Our team comprises experts in various fields, including web design, development, SEO, and digital marketing. We bring a wealth of experience and knowledge to every project.



Director



**Joe
York**



Director of Photography



**Jamie
McGaw**



Producer



**Chris
Schultz**



Lead Editor/Producer



**Diana
McGaw**



Associate Producer



**Elijah
Gaddy**



Contact Us



Website

www.panolapictures.com



Phone

334.803.1185



E-mail

jayork13@me.com



HQ address

20 S. Main St Water Valley, MS 38965



SAM.gov

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SUPPLEMENTAL TERMS

(A) EQUAL OPPORTUNITY CLAUSE.

(1) During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain

from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) Contractor agrees to include the equal opportunity clause above in each of its nonexempt subcontracts.

(B) TITLE VI OF THE CIVIL RIGHTS ACT OF 1964. The contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

(C) OTHER NON-DISCRIMINATION STATUTES. Contractor acknowledges that the Tupelo Convention and Visitors Bureau is bound by and agrees, to the extent applicable to contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds: The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(D) COPELAND ANTI-KICKBACK ACT.

(A) Contractor. Contractor agrees it shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The obligations thereunder include, but are not limited to, the requirement that Contractor shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 C.F.R. Part 3 and 29 C.F.R. Part 5 during the preceding weekly payroll period. This statement shall include a "Statement of Compliance" executed by the Contractor or Subcontractor or by an authorized officer or employee of the Contractor or Subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the

Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The Contractor shall comply with all other applicable "Anti-Kickback" regulations in 29 CFR Part 3 and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by the Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

(B) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Department of Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(C) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(D) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek. The Contractor or Subcontractor shall comply with all other applicable Contract Work Hours and Safety Standards Act regulations in 29 CFR Part 5 and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by the Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph (F), the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph (F), in the sum of \$29 for each calendar day (or higher as provided by any subsequent federal regulations) on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub-paragraph (1) of this paragraph (F).

- (3) **Withholding for unpaid wages and liquidated damages.** The Department of Treasury or the Tupelo Convention and Visitors Bureau shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) **Appeal of withholding for unpaid wages and liquidated damages.** Any contractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the Secretary of the Treasury or her designee. Any appeal shall be pursuant to the requirements and/or procedures contained in 29 CFR Part 3 or any other applicable regulations.
- (5) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (5) of this paragraph (D) and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (5) of this paragraph.

(E) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

- (1) **Standard.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the Tupelo Convention and Visitors Bureau 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 Department of Treasury. See 2 C.F.R. Part 200, Appendix II(F).
- (2) **Applicability.** This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as federal awards under these programs do not meet the definition of “*funding agreement*.”
- (3) **Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered

into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(F) ENVIRONMENTAL COMPLIANCE.

(1) **Standard.** Contractor and/or Subcontractor agrees that it will comply with all applicable standards, orders or regulations issued 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). Contractor and/or Subcontractor agrees that it will report all violations to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).

(2) **Applicability.** This requirement applies to contracts awarded by Tupelo Convention and Visitors Bureau of amounts in excess of \$150,000 under a federal grant.

(I) DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Tupelo Convention and Visitors Bureau. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Tupelo Convention and Visitors Bureau the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(J) PROCUREMENT OF RECOVERED MATERIALS. Contractor and/or Subcontractor agrees that it will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the requirements of which include:

(1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;

(2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and

(3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor and/or Subcontractor agrees and acknowledges that it is prohibited from obligating or expending loan or grant funds to:

- (1) procure or obtain;
- (2) extend or renew a contract to procure or obtain; or
- (3) 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, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

The prohibition in this section includes (a) telecommunications or video surveillance services provided by such entities listed above or using such equipment; and (b) 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.

(L) DOMESTIC PREFERENCES FOR PROCUREMENTS. Contractor agrees, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Contractor and/or Subcontractor further agrees that the requirements of this subsection must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this subsection: (1) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (2) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(M) MISSISSIPPI EMPLOYMENT PROTECTION ACT. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session, codified as Miss. Code Ann. § 71-11-1, *et seq.*) and will register and participate in the status verification system for all newly hired employees. The term “employee” as

used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-verify Program, or any other successor electronic verification system replacing the E-verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Subrecipient and contractor further represent and warrant that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject contractor to the following: (a) termination of this Contract and ineligibility for any state or public contract in Mississippi for up to 3 years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to contractor by an agency, department or government entity for the right to do business in Mississippi for up to 1 year, or (c) both. In the event of such cancellation/termination, contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit.

(N) BIDS FOR PUBLIC WORKS PROJECTS UTILIZING FUNDS RESULTING FROM A FEDERALLY DECLARED DISASTER. Pursuant to Mississippi Code Annotated § 31-5-37, all contractors submitting bids for public works projects that involve an expenditure of Five Thousand Dollars (\$5,000.00) or more and that are financed, in whole or in part, through the use of funds received by state or local governmental entities resulting from a federally declared disaster shall submit with their bid a certification that they will comply with the provisions of this section if they are awarded a contract. Contractor therefore agrees that it shall submit to the Tupelo Convention and Visitors Bureau and the Mississippi Department of Employment Security an employment plan within seven (7) days after the award of this Contract which shall include the following:

- a. The types of jobs involved in the public works project;
- b. The skill level of the jobs involved in the project;
- c. Wage information on the jobs involved in the project;
- d. The number of vacant positions that the Contractor and any subcontractor needs to fill;
- e. How the Contractor and any subcontractor will recruit, low-wage and unemployed individuals for job vacancies;
- f. Such other information as may be required by the Mississippi Department of Employment Security; and
- g. Proof of registration with the Mississippi Department of Employment Security for taxation in accordance with the provisions of Title 71 of the Mississippi Code.

Further, Contractor and/or Subcontractor agree that, from the date written notice of the Contract award is received and until ten (10) business days after the receipt of the employment plan by the Mississippi Department of Employment Security, Contractor and any Subcontractor shall not hire any personnel to fill vacant positions necessary for this public works project except residents of the State of Mississippi who are to be verified by the Mississippi Department of Employment Security and/or those qualified individuals who are submitted by the Mississippi Department of Employment Security. For purposes of this subsection, the Contractor and/or Subcontractor is authorized to employ Mississippi residents to begin work immediately, and such persons are to be verified by the Mississippi

Department of Employment Security after employment by the Contractor and/or Subcontractor. During the ten-day period the Mississippi Department of Employment Security shall submit qualified individuals to the Contractor to consider for the vacant positions. The Contractor shall review the individuals submitted by the department before hiring individuals who are not submitted by the department. The Contract award shall be vacated if the Contractor fails to comply with the provisions of this subsection.

(O) RECORDS. Financial records, supporting documents, statistical records, and all other Contractor and/or Subcontractor records pertinent to this Contract must be retained for a period of three years from the date of submission of the final expenditure report by the Tupelo Convention and Visitors Bureau to the U.S. Department of Treasury. The only exceptions to the requirements listed above in this subsection are contained in 2 C.F.R. § 200.334. All financial information and data relevant to this Contract or any work performed thereto shall be compiled and maintained in accordance generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Contract or any subcontract thereunder. The Contractor and/or Subcontractor shall also maintain the financial information and data used in the preparation or support of any cost submission for any negotiated subcontract or change order and a copy of the cost summary submitted to the Tupelo Convention and Visitors Bureau.

(P) ACCESS TO RECORDS.

(1) Contractor and/or Subcontractor agrees to allow the Tupelo Convention and Visitors Bureau the U.S. Department of Treasury, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor and/or Subcontractor which are directly pertinent to the Contract or the Coronavirus State Fiscal Recovery Fund and the Coronavirus State and Local Fiscal Recovery Fund established under the American Rescue Plan Act for the purpose of making audits, examinations, excerpts, and transcriptions. The rights of access in this subsection are not limited to the required retention period but last as long as the records are retained.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Secretary of the Treasury or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Tupelo Convention and Visitors Bureau and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Department of Treasury or the Comptroller General of the United States.

(Q) PUBLICATIONS. Any publications produced with funds from this award must display the following language: "This project [*is being*] [*was*] supported, in whole or in part, by federal award number [SLFRP0003] awarded to [*Tupelo Convention and Visitors Bureau*] by the U.S. Department of the Treasury."

(R) **INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

(S) **REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

(T) **CHANGES**

(1) **Standard.** To be eligible for assistance under the Tupelo Convention and Visitors Bureau's federal award, grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

(2) **Applicability.** Treasury recommends, therefore, that Tupelo Convention and Visitors Bureau include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

(U) **DEPARTMENT OF TREASURY SEAL, LOGO, AND FLAGS.** The contractor shall not use the Department of Treasury seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Treasury's pre-approval.

(V) **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.** This is an acknowledgement that the Department of Treasury's financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives.

(W) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Tupelo Convention and Visitors Bureau, contractor, or any other party pertaining to any matter resulting from the contract.

(X) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

(Y) **MINORITY AND WOMEN BUSINESS ENTERPRISES.** Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (1) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- (2) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- (3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- (4) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business; and
- (5) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and/or the Mississippi Procurement Technical Assistance Program (<https://mscpc.com>).

(Z) CONFLICTS AND INTERPRETATION.

- (1) To the extent that any portion of these Supplemental Terms conflicts with any term or condition of this contract expressed outside of these Supplementary Terms, the Supplemental Terms shall govern.
- (2) The term "contractor" as used in these Supplemental Terms shall also include any subcontractors that contract with a contractor and whose contract for goods and/or services is funded in whole or in part by a federal grant award.

(AA) REMEDIES

- (1) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- (2) This requirement applies to all federally funded grant and cooperative agreement programs.

(BB) TERMINATION FOR CAUSE AND COVIENENCE

- (1) All contracts in excess of \$10,000 are subject to termination for cause and for convenience by the Tupelo Convention and Visitors Bureau including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B)
- (2) This requirement applies to all federally funded grant and cooperative agreement programs.

(CC) ANTI-LOBBYING AMENDMENT. Contractor and/or Subcontractor certifies, to the best of its knowledge and belief that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor and/or Subcontractor, to any person 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 the awarding of any federal contract, the

making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and

- (2) If any funds other than federally 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 Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor and/or Subcontractor shall complete and submit OMB Standard Form LLL, Disclosure of Lobbying Activities in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation 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.

The contractor, Panola Pictures, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Partner, S. Robards Media LLC dba Panola Pictures

Name and Title of Contractor's Authorized Official

5/3/2024

Date

Exhibit "D"

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this "Addendum") is entered into by and between S. Robards Media LLC dba PANOLA PICTURES ("Contractor"), and the **TUPELO CONVENTION AND VISITOR'S BUREAU** ("Unit"), and forms an integral part of the contract hereby made between the parties.

RECITALS

WHEREAS, Unit has received, either as a Recipient or Subrecipient (as each such term is defined in Section 1) a payment from the Coronavirus State Fiscal Recovery Fund ("State Fiscal Recovery Fund") or Coronavirus Local Fiscal Recovery Fund ("Local Fiscal Recovery Fund" and, together with the State Fiscal Recovery Fund, the "Fiscal Recovery Funds") established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("ARPA"); and

WHEREAS, Unit intends to pay, in part or in whole, for the cost of the Contract made between the parties using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury ("Treasury") governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the "Regulatory Requirements"); and

WHEREAS, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, Unit shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor's agreement and adherence to each term and condition contained herein.

NOW, THEREFORE, Contractor and Unit do mutually agree as follows:

AGREEMENTS

I. Definitions

- A. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
 1. "ARPA" shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
 2. "Administering Agency" shall have the meaning specified in 41 C.F.R. § 60-1.3.

3. "Applicant" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.").
4. "Construction Work" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.").
5. "Contract" shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a federal award, and of which this Addendum shall constitute an integral part.
6. "Contractor" shall mean the entity named as "Contractor" in this Addendum that has received a Contract from Unit.
7. "Federally Assisted Construction Contract" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.").
8. "Government" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he government of the United States of America.").
9. "Laborer" or "Mechanic" shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: ("The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.").
10. "Recipient" shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.

11. "Subcontract" shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
12. "Subcontractor" shall mean an entity that receives a Subcontract.
13. "Subrecipient" shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
14. "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
15. "Unit" shall have the meaning indicated in the preamble to this Addendum.

I. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that federal assistance from the US Department of Treasury under the American Rescue Plan Act (ARPA) will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, ARPA implementing regulations and any correlating regulations established by the Treasury Department, including but not limited to the following conditions:

II. Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

III. Minority and Women Business Enterprises

This contract was procured by the UNIT taking affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. If any subcontracts are to be let, Contractor hereby agrees to comply with the following, or when otherwise applicable:

The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise).

Contractor hereby agrees to take affirmative steps to assure that women and minority

businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
2. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
4. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
5. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

IV. Davis-Bacon Act

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148), and the requirements of 29 C.F.R. pt. 5, as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors that are a party to contracts subject to the provisions of the Davis-Bacon Act are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, contractors are required to pay wages not less than once a week.

V. Copeland "Anti-Kickback" Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VI. Contract Work Hours and Safety Standards Act

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The UNIT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

VII. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

- I. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et

2. seq.
The contractor agrees to report each violation to the UNIT and understands and agrees that the UNIT will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the UNIT and understands and agrees that the UNIT will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

VIII. Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by UNIT. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to UNIT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Cities cannot award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

IX. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal

award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

A Byrd Anti-Lobbying Certification is attached to these supplemental general conditions and execution is required for this contract.

X. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XI. Access to Records

The Contractor agrees to provide UNIT and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

UNIT and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

XII. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

XIII. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

XIV. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. 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).

- i. 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).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. 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.

XV. Buy USA - Domestic Preference for certain procurements using federal funds

Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XVI. Publications

Any publications produced with funds from this award must display the following language: “This project is being supported in whole or in part by the American Rescue Plan Act (ARPA), federal award number [enter project FAIN] awarded to The City of Tupelo, Mississippi by the U.S. Department of the Treasury.”

XVII. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

XVIII. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to

adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

CONTRACTOR:

By: Joe York
Name: Joe York
Title: Partner, S. Robards Media LLC dba Panola Pictures

UNIT:

By: Stephanie Coomer
Name: Stephanie Coomer
Title: 5/6/24

ATTACHMENT 1
TO
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM
APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of the undersigned’s 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of 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 of any cooperative agreement, or 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 Congress, an officer or 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation 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 of the 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.

The Contractor, S. Robards Media LLC dba Panola Pictures, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor’s Authorized Official

Partner, S. Robards Media LLC dba Panola Pictures
Name and Title of Contractor’s Authorized Official

5/3/2024
Date

Exhibit "E"

Mandatory Addendum to All City of Tupelo Contracts

The City of Tupelo and the Tupelo Convention and Visitors Bureau (collectively, "TUPELO"), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contact to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.

Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a “prevailing party” unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. “Sensitive” means only those portions of

data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.


17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1
19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013
20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.
Miss. Code Anno. §31-7-305 (1972 as amended)

The provisions contained in the above Addendum shall be incorporated in whole in the Standard Contract entered into between the parties. The parties agree that in the event any provision contained in the Agreement contradicts with any provision contained in the above Addendum, the terms of the Addendum shall control.

CONTRACTOR:

By: 
Name: Joe York
Title: Partner, S. Robards Media LLC dba PANOLA PICTURES

TUPELO:

By: 
Name: Stephanie Coomer
Title: Executive Director

5/6/24