

CONTRACT
BETWEEN
SCAD MEDIA (VENDOR)
AND
CAREERSOURCE NORTH CENTRAL FLORIDA
ON BEHALF OF
THE NORTH CENTRAL FLORIDA WORKFORCE DEVELOPMENT BOARD
VENDOR AGREEMENT # 2023--Vendor-Marketing/Outreach-SCAD0423

CFDA NO.'S
93.588 WTP
17.258 WIOA Adult
17.275 WIOA Dislocated Worker
17.259 WIOA Youth
17.207 WP
10.561 FSET
17.801 LVER
17.225 RESEA

This Workforce Innovation and Opportunity Act Contract is fully supported by the Employment and Training Administration of the U.S. Department of Labor and Personal Responsibility and Work Opportunity Reconciliation Act is fully supported by the Department of Health and Human Services which together total \$ 52,500.00 along with funds from the federal funding streams listed above.
Pursuant to the Steven's Amendment 100% of the funds support this program are federal funds.

CONTRACT
BETWEEN
SCAD MEDIA (VENDOR)
AND
THE NORTH CENTRAL FLORIDA WORKFORCE DEVELOPMENT BOARD

This Contract dated the 1st day of April, 2023 is between CareerSource North Central Florida (hereinafter CSNCFL) on behalf of The North Central Florida Workforce Development Board hereinafter referred to as "CSNCFL", located at 1112 North Main Street Gainesville, FL 32601 and SCAD Media, a sole proprietor, hereinafter referred to as "Contractor," located at 747 SW 2nd IMB 32 #381 Gainesville, FL 32601, hereinafter referred to collectively, "the parties," to start the date it is executed by all the parties.

RECITALS

WHEREAS, CSNCFL, the fiscal agent, staff and administrative entity to the CSNCFL, issued a Request for Proposals for marketing and outreach services; and

WHEREAS, Contractor was selected to perform the marketing and outreach Services; and

WHEREAS, CSNCFL and Contractor agree to the terms and conditions set forth in this Contract (the "Contract").

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

I. Contractor's Duties and Responsibilities

A. Contractor shall be responsible for:

1. The creation of advertising/marketing artwork for television, digital, social, radio, and print media, from inception to completion, including data-based advice on placement of the ads as indicated in Contractor's proposal attached hereto as Exhibit B and incorporated herein as if set forth in its entirety. Where there is a conflict between the proposal and this Contract the terms

and conditions of the Contract shall prevail.

2. Applying the CSNCFL logo, as appropriate in accordance with the State of Florida branding guidelines for the "CareerSource" brand. A copy of the guidelines shall be provided by the CSNCFL Executive Director or their designee.
3. In certain communications CSNCFL is bound by the "Stevens Amendment" Public Law 101-166, Section 511, requirements which can be found at: <https://www.dol.gov/sites/dolgov/files/VETS/files/Stevens-Amendment-Desk-Aid.pdf> Contractor agrees to adhere to the requirements and to post appropriate language as required by the Stevens' Amendment on outreach, social / digital, tv, collateral and other covered marketing materials in accordance with the guidance found at the link above.
4. In general marketing and outreach materials are for a purpose that will benefit implementation of the grants providing the funding for this Contract. Contractor shall assure all outreach materials or promotional materials contain the appropriate sub headings or by-lines as shall be provided by the Executive Director.
5. Contractor shall be responsible for providing recommendations and coordinating the placement of and purchase of advertising media, assisting in securing the most cost-effective rates and tracking proof of purchase and placement. CSNCFL shall be responsible for costs associated with placement of the "ads." Contractor agrees to pass on discounts afforded Contractor by media outlets to CSNCFL.
6. Prior to beginning any assignment under this Contract, Contractor shall provide an outline of the project, prepare a budget and a timeline for the project in accordance with the Activity Schedule, Exhibit A to this Contract, for the applicable marketing and outreach activity, as well as any costs associated with media placement, which are not included in Contractor's budget.
 - a. The project summary and related costs shall be submitted to CSNCFL who shall review it with the Executive Director and shall provide written approval to proceed prior to project initiation.
 - b. Any changes or amendments to the approved budget will require the same written approvals as required to initiate the project.
 - c. Failure to meet timelines or any budget overruns will be a consideration in contract renewal

B. Contractor shall:

1. Familiarize themselves with the various CSNCFL programs and activities.
2. Develop collaterals, info-graphs, and brochures, including photos and/or illustrations describing CSNCFL programs and services.
3. Produce reports.
4. Convert digital to print.
5. Develop videos that include testimonials and TV/Connected TV ads to depict CSNCFL's efforts in the community.
6. Cover events through videos, recordings, and employer highlights.
7. Produce an annual report.
8. Develop, launch, and maintain a social media outreach campaign utilizing Apps such as but not limited to: Facebook, Twitter, Snapchat, LinkedIn, and Instagram, or integrating Facebook and Instagram for cost savings.
9. The campaign shall deliver messages, videos, and photos and post upcoming CSNCFL events at least weekly. The campaign shall reach job seekers, youth, and employers with engaging, informative, and timely content.
10. Prepare and distribute press releases regarding CSNCFL activities and events.
11. Maintain and upgrade the CSNCFL Website.
 - a. Include keywords with good search traffic potential.
 - b. Create and optimize pages for search engines and users alike.
 - c. Assure the website is accessible to both bots and humans.
 - d. Post board agendas, minutes, and information as required by the State Department Of Economic Opportunity.

II. Rates and Compensation

- A. Contractor shall be paid up to Fifty-Two Thousand Five Hundred Dollars (\$52,500.00) for the Marketing/Outreach Services to be conducted under this Contract as follows:

1. Payment shall be based on the CSNCFL approved budget for each individual project requested as described in Article I during the contract period and in accordance with the schedule attached as Exhibit A.
 2. CSNCFL has approved activities outlined in Exhibit A for up to 50 hours per month. Contractor will submit a monthly activity log to document the project(s) worked on and the hours dedicated to those projects. Overages shall be at contractor's expense, unless preapproved by the CSNCFL Executive Director in writing. During any month in which Contractor works less than 50 hours they shall be paid for actual hours worked per their fee schedule. In months where Contractor works less than 50 hours the hours may roll over to the next month during which Contractor can apply the hours as needed for outstanding projects up to the number of roll over hours. All invoices must detail the projects worked on and the actual hours dedicated to the project.
 3. CSNCFL shall pay Contractor within thirty (30) days following the receipt of Contractor's invoice and related documentation.
- B. Contractor shall comply with the timelines established in the Project Timeline agreed to at the start of each project.

III. Public Records

- A. Contractor shall comply with the provisions of Chapter 119, Florida Statutes. It is expressly understood that CSNCFL may unilaterally cancel this Contract for Contractor's refusal to comply with this provision.
- B. In accordance with §119.0701, Florida Statutes, Contractor, when acting on behalf of the CSNCFL and/or CSNCFL, shall as required by Florida law:
 1. Keep and maintain public records required by the CSNCFL to perform the Services.
 2. Upon request from CSNCFL's custodian of public records, provide CSNCFL with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to CSNCFL as the administrative entity for CSNCFL.
 4. Upon completion of the Agreement, transfer, at no cost, to the CSNCFL all public records in possession of Contractor or keep and maintain public

records required by CSNCFL to perform the Services. If Contractor transfers all public records to CSNCFL upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSNCFL, upon request from the CSNCFL's custodian of public records, in a format that is compatible with the CSNCFL's information technology systems.

5. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CSNCFL'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachua.gov OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.**
6. If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. CSNCFL may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.
7. Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify CSNCFL in writing and will work, at Contractor's expense, to prevent or stop the data breach.

C. Confidential Information.

1. During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and CSNCFL shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor.

2. CSNCFL will promptly notify Contractor in writing if the CSNCFL receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless **CSNCFL and the NCFWDB and its members, its commissioners, officers and employees from and against any claims, actions and judgments** arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to CSNCFL's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the CSNCFL the right to continue using the good or product, Contractor shall remove the product and refund the CSNCFL the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the CSNCFL from claims or damages related to disclosure by the CSNCFL.

IV. Auditing Rights and Information.

- A. CSNCFL reserves the right to require the Contractor to submit to an audit, by any auditor of CSNCFL's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours.
- B. Contractor shall retain all records pertaining to this Agreement and upon request make them available to CSNCFL for three (3) complete calendar years following expiration or termination of the Agreement.
- C. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by CSNCFL to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to CSNCFL, Contractor shall pay to CSNCFL the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to CSNCFL the Overcharged Amount and the Audit Amount which is defined as the total aggregate of CSNCFL's reasonable audit

costs incurred as a result of its audit of Contractor.

- D. CSNCFL may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and CSNCFL. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to CSNCFL. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the CSNCFL's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

IV. CSNCFL Duties and Responsibilities

CSNCFL will be responsible for providing access to its employees, its policies and procedures and payments to Contractor.

V. Nature of the Relationship Between the Parties

The services that Contractor is providing under this Contract will be as an Independent Contractor. Nothing contained in this Contract will be construed to create the relationship of principal and agent, or employer and employee, between Contractor and CSNCFL. Neither party shall have authority to make purchases, incur expenses, or make any obligation on behalf of the other party, beyond what is specifically provided in this Contract.

VI. Confidential Information

Both parties may receive or will receive information that is proprietary to or confidential to the other party or its affiliated companies or agencies. Both parties agree to hold all such information and the terms of this Contract, in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Contract or as required by law.

VII. Indemnification and Limitation of Liability

- A. Contractor shall at all times hereafter indemnify, hold harmless, and at CSNCFL's option, defend or pay for an attorney selected by the CSNCFL to

defend CSNCFL, its governing boards consisting of the CSNCFL Council of Elected officials and the North Central Florida Workforce Development Board, their officers, directors, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs and expenses: 1) related to, arising from, or as a result of the Contract between Contractor and CSNCFL; or 2) caused by a negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from or related to, the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CSNCFL any sums due Contractor under this Agreement may be retained by CSNCFL until all of CSNCFL's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to special fees, markups or interest payments on the part of CSNCFL.

- B. In addition to other indemnification and assumption of liability agreed to herein, Contractor shall be responsible for the cost of legal defense awards, damages, penalties and/or fines for claims brought against Contractor and also naming CSNCFL, or its governing boards, their officers, directors, agents, servants, and employees for acts of commission and/or omissions on the part of the Contractor in relation to employees, consultants, agents or persons providing goods and/or services under this Contract to Contractor. Contractor shall secure Directors and Officers Liability Insurance for coverage of such contingencies.
- C. Rights and Remedies Not Waived. No payment by CSNCFL to Contractor shall be construed as a waiver by CSNCFL of any breach or default of Contractor in the performance of any condition of this Contract or amendment hereto; nor shall such payment impair or prejudice any right of CSNCFL with respect to such breach or default; nor shall any assent by CSNCFL express or implied, to such breach or default, be construed as assent to any succeeding breach or default.
- D. All demands for indemnification by CSNCFL shall be provided to Contractor in writing and where applicable shall include copies of all third party demands and/or claims. Additionally, CSNCFL shall fully cooperate with and assist Contractor in its defense against any such third party demands and/or claims. CSNCFL shall not be responsible for costs related to the provision of requested assistance.

VIII. Insurance

- A. Contractor agrees to maintain the insurance required by this Contract in full force and effect throughout the term of this Contract and during any renewal or extension term of the Contract. The insurance shall be of such types and

with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor.

- B. Contractor will provide CSNCFL Certificates of Insurance, evidencing the required coverage prior to contract start including all endorsements required herein and shall keep such certificates current during the entire term of this Contract. If Contractor fails to maintain insurance as specified in this Contract, CSNCFL may terminate this Contract upon seven (7) days' written notice. However, CSNCFL may immediately purchase insurance to assure coverage and Contractor shall be responsible for the cost of the insurance which may be deducted from sums owing and due to Contractor. The certificates of insurance shall:

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

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

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

2. If the Contract term goes beyond the expiration date of the insurance policy, Contractor shall provide the CSNCFL with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. CSNCFL reserves the right to suspend the Contract until this requirement is met.
3. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
4. The certificate shall contain the title of the insurance contract and the contract number.
5. The Certificate Holder should read as follows: CareerSource North Central Florida, 1112 North Main Street Gainesville, FL 32601

- C. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and

obligations under this Contract. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by CSNCFL or their designee.

- D. Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding CSNCFL as an Additional Insured shall be reimbursed by CSNCFL.
- E. If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- F. Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be unacceptable and shall be considered breach of contract.
- G. Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Contract to Contractor's insurance company and to the CSNCFL Executive Director as soon as practical.
- H. It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.
- I. All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000, which deductible shall be subject to approval by the CSNCFL. Contractor shall be solely responsible for reimbursement of any deductible to the insurer.
- J. The policy or policies of insurance required by this Contract must be issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by CSNCFL. Coverage will be on the most current form of the relevant policy. The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as applicable to this project as set forth below:

K. CSNCFL shall retain the right at any time to review the coverage, form and amount of the insurance required hereby (as described above). If, in the opinion of CSNCFL, the insurance provisions in this Contract do not provide adequate protection for CSNCFL, CSNCFL may, by providing Contractor at least sixty (60) days written notice, require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CSNCFL requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks which actually exist at the time a change in insurance is required. In event CSNCFL should change its insurance requirements as provided in this paragraph and Contractor shall secure different or additional insurance, the additional cost directly associated with meeting CSNCFL's new insurance requirements, if any, shall be charged to and paid by CSNCFL.

L. Required insurance includes:

1. COMMERCIAL GENERAL LIABILITY insurance shall be maintained for the life of the contract. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. CSNCFL and its governing boards, the Dual County Workforce Development Council and the North Central Florida Workforce Development Board, Inc., their officers, directors, agents, servants, employees and volunteers shall be covered and named as an additional insured on the certificate for commercial general liability insurance with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for Bodily Injury Liability, Property Damage Liability and Personal injury. The policy must include coverage for Contractual Liability and Independent Contractors. The coverage shall contain no special limitation on the scope of protection afforded to CSNCFL, or the CSNCFL governing boards or their officers, directors, employees, and volunteers.
2. Workers' Compensation and Employer's Liability insurance coverage as applicable. Coverage must be afforded per Federal and State of Florida, Chapter 440, Florida Statutes with minimum statutory limits or elective exemptions as defined in Section 440, Florida Statutes Any person or

entity performing work for or on behalf of CSNCFL must provide Workers' Compensation insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against CSNCFL and the CSNCFL governing boards, their officers, directors, employees, and volunteers for all losses or damages. CSNCFL requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

3. Business Automobile Liability insurance for all Owned, Hired, Scheduled, and Non-Owned vehicles coverage for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. CSNCFL, the CSNCFL governing boards, their officers, directors, employees, and volunteers shall be named as additional insureds on the certificate of insurance. If Contractor does not own vehicles, Contractor shall have the option to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of an endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy. The insurance must be an occurrence form policy.
4. Contractor Liability Coverage. Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

VIII. Contract Term

The term of this Contract shall begin on the date of execution through June 30, 2023, or such other date as the parties may mutually agree upon, and may be renewed for three successive one-year periods at the discretion of CSNCFL and its governing boards and the availability of funds. The budget for the renewal periods shall be negotiated annually.

IX. Termination

- A. Termination for Convenience. This Contract may be terminated for the convenience of either party by providing the other party at least one hundred and twenty (120) days advanced notice in writing.
- B. Deobligation of Funds. Contractor agrees and understands that funds allocated to the Contractor under this Contract or any amendment or modification hereto are contingent upon CSNCFL's receipt of the federal grant funds under which this Contract is funded. CSNCFL, therefore, reserves unto itself the right to unilaterally deobligate, or if necessary, to suspend or terminate this Contract or any amendment hereto instantaneously and as may be necessitated by CSNCFL's funding levels. Any deobligation, modification or amendment shall be effective upon written notification to the

Contractor by CSNCFL. CSNCFL shall provide Contractor thirty (30) days' written notice, or in the event CSNCFL receives less than thirty (30) days' notice, CSNCFL shall provide such notice as CSNCFL receives from its funding sources. In such instances, costs will be reimbursed up to the effective date of cancellation only; thereafter neither CSNCFL nor Contractor shall have any obligation whatsoever to complete or otherwise continue the Contract.

C. Obligations Extending Beyond Contract Termination. Provisions of this Contract which by their terms extend beyond the termination or non-renewal of this Contract will remain effective after termination or non-renewal.

D. CSNCFL may terminate this contract in the event of the occurrence of any of the below listed events, upon 24 Hours written notice, pursuant to Section XV following a period of 48 hours to allow Contractor the opportunity to respond. The decision to accept Contractor's response shall be at the sole discretion of CSNCFL.

1. Becomes bankrupt or insolvent
2. Discontinues operations
3. Experiences the resignation or transfer of its principals
4. Is the subject of lawsuits or other legal action that may materially impact the financial viability of Contractor
5. Is the subject of official investigations of fraud or abuse on the part of Contractor, their staff, officers, or directors, and/or

E. CSNCFL may terminate this Contract in the event of breach of this Contract by giving written notice to the Contractor in accordance with Section XV herein, after allowing Contractor 48 hours to respond and an opportunity to cure. The decision to accept Contractor's response and an opportunity to cure shall be at the sole discretion of CSNCFL.

F. In the event of termination for cause, CSNCFL shall be liable for payment only for services rendered or goods delivered prior to the effective date of termination.

G. The provisions of this Contract do not limit CSNCFL's remedies at law or in equity.

X. E-Verify

A. Contractor agrees to comply with Florida Statutes 448.095 and shall:

1. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors
 2. Not employ, contract with, or subcontract with an unauthorized alien
- B. Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits
- XI. Prohibition on certain telecommuting and video surveillance services or equipment 2 CFR 200.216**
- A. Recipients and sub recipients are 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."

B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C. Statutory and national policy requirements 2 CFR 200.300

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

XII. Amendments

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

XIII. Contract Terms and Conditions

- A. This Contract and the Exhibits attached to it contain the entire understanding between the parties and no provision of this Contract may be amended or waived unless agreed to in a writing signed by the parties.
- B. Each provision of this Contract will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law (or may not be given full effect because of such law), no other provision that can operate without the conflicting provision or clause will be affected.
- C. The provisions of this Contract will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
- D. Contractor may seek we to leverage partnerships with qualified subcontractors to achieve CSNCFL goals.
 - 1. **Contractor understands and agrees** to neither assign their responsibility for this Contract to another party nor to subcontract for any of the work contemplated under this Contract without presenting a proposal for the cost of any work subcontracted and receiving prior written approval of CSNCFL. Any sublicense, assignment, or transfer otherwise occurring, without prior approval of the CSNCFL, shall be null and void.
 - 2. If CSNCFL permits Contractor to subcontract all or part of the work contemplated under this Contract, including entering subcontracts with vendors for services, it is understood by Contractor that all such subcontract arrangements shall be evidenced by a written document subject to prior review and approval by CSNCFL. Contractor further agrees that the CSNCFL shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend CSNCFL against such claims.

VIII. Notice

Any notice required under this Contract will be deemed to be properly given only when sent via a nationally recognized courier, delivered by hand or overnight courier service, or mailed by certified or registered mail addressed as shown on the first page of this Contract.

IX. Force Majeure

Neither party will be responsible for failure or delay in performance of this Contract if the failure or delay is due to labor disputes, strikes, fire, riot, war,

terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

X. Compliance with Federal Laws

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

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

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

- Q. Pro-Children Act. Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S. C. 6083.

XI. Lobbying and Related Parties

- A. Lobbying. Contractor shall complete the Lobbying Certification Form and Disclosure of Lobbying Activities Form, Standard Form-LLL.
- B. Contractor attests that he has not employed any person to solicit or secure this Contract through any agreement for a commission, percentage, brokerage, or contingent fee. Contractor agrees and understands that no officer, employee, or agent of the Contractor shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with CSNCFL or its governing boards. Breach of this clause may result in termination of this Contract, or, at CSNCFL's discretion to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.
- C. When applicable, the Contractor shall disclose all related party transactions.

XII. Record Retention

- A. Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Contract or any amendment hereto for not less than five (5) years following the expiration of this Contract. However, if any audit, claim, litigation, negotiation, or other action involving this Contract or Amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- B. Contractor shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly account for expenditures incurred in the execution of Contractor's duties and responsibilities under this Contract.
- C. If Contractor is requested to provide CSNCFL with their records or elects to provide CSNCFL with all its records pertaining to this Contract or any amendments hereto they shall be delivered to the CSNCFL Executive Director who is the designated custodian of the records for purposes of compliance with this section.

XIII. Voluntary or Involuntary Dissolution

- A. In the event of the voluntary or involuntary dissolution of Contractor's organization Contractor shall inform CSNCFL within twenty-four (24) hours of Contractor's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow CSNCFL to arrange for an immediate audit or review of the Contractor's expenditures in the delivery of services under this Contract. CSNCFL may also request or make provisions for the preservation of all records pertaining to the Contract and any amendments hereto.
- B. In the event of the voluntary or involuntary termination of this Contract, for any reason as described in this Contract, Contractor shall allow CSNCFL at its sole expense to arrange for an immediate audit or review of the Contract expenditures in delivery of services under this Contract. CSNCFL may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Contract and any amendments hereto.
- C. Notice required by this section shall be in writing and in accordance with the Notice provisions in Section XV herein.

XIV. Dispute Resolution

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

XV. Public Entity Crimes and Discriminatory Vendor

- A. Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSNCFL, may not submit a bid on a contract with CSNCFL for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSNCFL, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSNCFL, and may not transact any business with CSNCFL in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category

two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSNCFL pursuant to this Contract, and may result in debarment from CSNCFL's competitive procurement activities.

- B. Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list
- C. Contractor represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). CSNCFL hereby materially relies on such representation in entering into this Contract. An untrue representation of the foregoing shall entitle CSNCFL to terminate this Contract and recover from Contractor all monies paid by CSNCFL pursuant to this Contract, and may result in debarment from CSNCFL's competitive procurement activities.

XVI. Vested Powers

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

XVII. Contractor Licensed to Do Business

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

XVIII. Excess Payment

Contractor agrees, upon receipt of a written request from CSNCFL to return to CSNCFL any fees paid by CSNCFL to the Contractor which have been erroneously paid and/or in excess of the fees owing to the Contractor under this Contract.

XIX. Final Invoice

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

XX. Patents, Copyrights, and Royalties

- A. Pursuant to Section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, the Contractor shall refer the discovery or invention to the CSNCFL who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the State of Florida.
- B. In the event that any books, manuals, films, or other copyrightable materials are produced the Contractor shall notify the CSNCFL. Any and all copyrights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.

END OF CONTRACT

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: SCAD MEDIA, signing by and through its President/Owner on the 19 day of April, 2023 and CareerSource North Central Florida signing by and through its Executive Director.

AS TO SCAD MEDIA:

ATTEST:

BY: 

(Signature)

NAME:

TITLE: President/Founder

DATE: 4/19/23

AS TO CAREERSOURCE NORTH CENTRAL FLORIDA:

ATTEST




BY: 

(Signature)

NAME: Phyllis Marty

TITLE: Executive Director

DATE: 4/19/23

Approved as to form

BY: _____

Rochelle J. Daniels
Attorney

Activity	Staff Hours
Familiarize themselves with the various CSNCFL programs and activities.	5h/month
Develop collaterals, info-graphs, and brochures, including photos and/or illustrations describing CSNCFL programs and services.	15h/month
Produce reports.	3h/month
Convert digital to print.	1h/month
Develop videos that include testimonials, and TV/Connected TV ads to depict CSNCFL's efforts in the community.	10h/month
Cover events through videos, recordings, and employer highlights.	2h/month
Produce an annual report.	Annually 60-80h
Develop, launch, and maintain a social media outreach campaign utilizing Apps such as but not limited to: Facebook, Twitter, Snapchat, LinkedIn, and Instagram, or integrating Facebook and Instagram for cost savings. <ul style="list-style-type: none"> The campaign shall deliver messages, videos, photos and post upcoming CSNCFL events at least weekly. The campaign shall reach job seekers, youth, and employers with engaging, informative, and timely content. 	8h/month
Prepare and distribute press releases regarding CSNCFL activities and events.	4h/month
Maintain and upgrade the CSNCFL Website. <ul style="list-style-type: none"> Include keywords with good search traffic potential. Create and optimize pages for search engines and users alike. Assure the website is accessible to both bots and humans. Post board agendas, minutes and information as required by the State Department of Economic Opportunity. 	5h/month
Complete Hourly Commitments if all requests of this RFP should be fulfilled	~50h/month

ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the Grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Grantee hereby certifies and assures that it will fully comply with the following:

A. Assurances – Non-Construction Programs (SF 424 B)

B. Debarment and Suspension Certification (29 CFR Part 98)

C. Certification Regarding Lobbying (29 CFR Part 93)

D. Drug free Workplace Certification (29 CFR Part 98)

E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

By signing the agreement, the Grantee is providing the above assurances and certifications as detailed below:

A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.

NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523

- and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Sub-grant Agreement Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
 5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
 6. Will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
 7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.
- B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The prospective Grantee certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Grantee is unable to certify to any of the statements in this certification, such prospective Grantee shall attach an explanation to this proposal [or plan].

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Sub-grant Agreements.

The undersigned (i.e., Grantee) certifies, to the best of his or her knowledge and belief, that:

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 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.

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 employees of Congress, or 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.

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.C. 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.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Grantee, attests and certifies that the Grantee will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant

activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

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

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

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

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

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

(1) Section 188 of the Workforce Innovation and Opportunity Act of 1998 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;


(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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

I have read, understand, and will comply with the above Assurances and Certifications:



Authorized Representative

4/19/23

Date

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

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

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

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

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

Sub awards

1. Type of Federal Action
2. Status of Federal Action:

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

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

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

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

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

6. Federal Department/ Agency:	7. Federal Program Name/Description:
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CFDA Number, if applicable:

8. Federal Action Number, if known:	9. Award Amount, if known:
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10. a. Name and Address of Lobbying Entity	b. Individuals Performing Services (including address if different from No. 10a.)
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(If individual, last name, first name, MI)

(Last name, first name, MI)

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

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

12. Form of Payment (check all that apply):

a. cash

b. In-kind, specify: nature _____
value _____

a. retainer

b. one-time fee

c. commission

d. contingent fee

e. deferred

f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

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

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

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

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

Signature _____

Print Name _____

Title _____

Telephone Number _____

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Congress, an Officer 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that sub recipients shall certify and disclose accordingly.

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

SCAD MEDIA

Grantee/Contractor/Organization

Program/Title

Alexander Gane
Name of Certifying Official
Print Name and Sign

4/19/23
Date


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

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

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

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

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


Signature _____ Date 4/19/23

Alexander Gantz 4/19/23
Print Name and Title of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

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

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

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

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

CERTIFICATION

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



Signature

4/19/23

Date

Alexander Ganz

Print Name

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

Signature and Date

 4/19/23
Alexander Ganz

Printed Name

CEO

Title

SCAD Media

Organization