

**CONTRACT TERMS AND CONDITIONS FOR
SERVICES BETWEEN
CAREERSOURCE FLORIDA, INCORPORATED
AND
MOORE COMMUNICATIONS GROUP, INCORPORATED
(DBA MOORE, INCORPORATED)**

**CONTRACT 2020-2021
FEID #: 58-1823492**

Project Name: Public Information and Outreach Services

Contract Value: \$3,000,000.00

CFDA Number 17.207, Wagner Peyser: \$2,500,000

CFDA Number 17.285, Apprenticeship USA Grants: \$500,000

I. Parties. The parties to this Contract are CareerSource Florida, Inc., hereinafter referred to as "CareerSource Florida" or "CSF," and Moore, Inc., hereinafter referred to as "Contractor."

II. Term. This Contract shall commence on July 1, 2020 or upon execution by the parties, whichever is later, and shall expire on June 30, 2021. As CareerSource Florida receives its funding through an annual appropriation from the Florida Legislature, any contract is subject to the availability of funds. Funding for this Contract is made available by the Wagner-Peyser Program and state or federal grants provided for outreach purposes and is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of awards totaling \$3,000,000. CareerSource Florida retains sole authority to determine the availability of funds.

III. Scope of Contract. This performance-based contract is established to provide program outreach and marketing expertise with a direct correlation to CareerSource Florida's Strategic Goal:

- Increase the prosperity of workers and employers; reduce welfare dependency; increase economic self-sufficiency; meet employer needs; and enhance productivity and competitiveness.

CareerSource Florida's program outreach and partnership efforts in fostering collaboration and leveraging resources with partner entities are consistent with the purpose and functions of the State Workforce Investment Board as outlined in the federal Workforce Innovation and Opportunity Act, including but not limited to, § 679.100 (d) "Engage workforce system representatives, including businesses, education providers, economic development, labor representatives and other stakeholders to help the workforce development system achieve the purpose of the Workforce Innovation and Opportunity Act (WIOA); and (e) Assist to achieve the State's strategic and operational vision and goals as outlined in the State Plan;

and § 679.130 Under WIOA sec. 101 (d), the State Board must assist the Governor in the:
(c) (3) Development of strategies to provide effective outreach to and improved access for individuals and employers who could benefit from the workforce development system.

In alignment with applicable federal and state laws, This Contract will provide communications services determined by CareerSource Florida to be necessary and reasonable to assist with the continued implementation of Florida's Workforce Innovation and Opportunity Act Unified Plan, including, but not limited to, branding, graphic design, research of partnership and marketing/outreach opportunities, public and media relations, public affairs, media buying, other creative services, web/interactive, annual and special report development, social media, printing, video production, advertising, copywriting, collateral development, developing talking points and presentation materials, ad hoc plans, marketing outreach analysis, regular reporting on outcomes and reach, communications training, strategic and integrated communications plan development and ongoing strategic communications counsel in support of the organization's mission to connect employers with qualified, skilled talent and Floridians with employment and career development opportunities.

A specific priority exists for continued implementation of the CareerSource Florida Network Cooperative Outreach Program established to assist Florida's 24 local workforce development boards with necessary and reasonable program outreach and marketing support to help connect businesses and job seekers in their areas.

Specifically, **Attachment A – Schedule of Deliverables and Payments**, defines the services and critical timelines to be met by the Contractor, which will subsequently be paid by CSF. **Attachment A – Schedule of Deliverables and Payments** is prepared based on CareerSource Florida's Invitation to Negotiate (ITN), the Contractor's proposal as a frame of reference for completing the scope of work and subsequent agreements during this contract negotiation. In the event changes to the scope of work are needed, it is imperative that both parties agree to such changes in advance to modify **Attachment A – Schedule of Deliverables and Payments** accordingly. Oral agreements by the Parties, unless rendered in writing as a change in this contract in advance, will not be allowed.

Before engaging the services of any affiliate or subcontractor for work under this Contract, the Contractor shall provide notice of its intent to utilize such services to CSF.

IV. Attachments. The parties agree to comply with all the terms and conditions of this Contract including and incorporating herein, the specified attachments listed below:

-
- **Attachment A** – Schedule of Deliverables and Payments
 - **Attachment B** – Contractor's Proposal, "CareerSource Florida Outreach Services Proposal"
 - **Attachment C** – Certifications and Assurances
 - **Attachment D** – Public Records Law
 - **Attachment E** – Florida Department of Economic Opportunity's Guidance on Use of Funds for the Purchase of Outreach/Informational Items
 - **Attachment F** – Federal Law and Regulations

V. Priority of Contract Documents. The parties agree that this Contract document, **Contract for Services Between CareerSource Florida, Incorporated and Moore, Incorporated**, is the controlling document over any of the attachments to this document. Whenever possible, the Contract terms and conditions and the attachments should be interpreted to be consistent with each other. However, if there is an irreconcilable conflict, the Contract is the prevailing document over any of the attachments. Should there arise a dispute or a contradiction between this Contract document and the attachments, the order of precedence, one over the other shall be:

- This Contract document, including Attachment A – Schedule of Deliverables and Payments
- Attachment F – Federal Law and Regulations
- Attachment C – Certifications and Assurances
- Attachment D – Public Records Law
- Attachment E - Florida Department of Economic Opportunity's Guidance on Use of Funds for the Purchase of Outreach/Informational Items
- Attachment B – Contractor's Proposal, "CareerSource Florida Outreach Services Proposal"

VI. Payment for Services and Products. The Contract amount, not to exceed **\$3,000,000**, is to be paid by CSF based on the payment schedule shown in **Attachment A – Schedule of Deliverables and Payments**. It is understood and agreed to by the parties that CSF is paying for the satisfactory completion of specific deliverables as required herein.

VII. Name and Address of Payee. The name and address of the contact person and official payee to whom the payment shall be made is:

Moore, Inc.
ATTN: Andrea Blount
Business Manager
2011 Delta Boulevard
Tallahassee, Florida 32303
Email: andreab@themooreagency.com

VIII. Expenditures. This Contract establishes a vendor relationship as contemplated by Federal 2 CFR Part 200 between CSF and the Contractor. In this regard, payments and appropriate documentation related directly to the deliverables that are described in **Attachment A – Schedule of Deliverables and Payments**. CSF will exercise due diligence to review performances and required documentation submitted by the Contractor and to process payments in a timely manner. If a discrepancy arises with the required documentation that precludes the processing of the invoice or a portion of the invoice for payment, CSF's contract manager will notify the Contractor's contract manager of the discrepancy. Such discrepancies must be corrected before payment is made.

IX. Administrative Functions. All administrative functions, i.e., management, support staff, office space, telephones, supplies and typing, and any other administrative functions required for the Contractor to carry out the requirements of this Contract shall be provided by the Contractor and are included in the Contract amount.

X. Invoicing. CSF agrees to pay for contracted services and products according to the terms and conditions of this Contract. Original invoices for services and products, and documentation of achievement of each deliverable, must be submitted in detail sufficient for a pre-audit and post-audit to be eligible for payment. The determination of the invoice and documentation sufficiency is solely within the discretion of CSF. The Contractor must submit its last invoice for payment of services under this Contract no later than nine (9) days following the expiration, cancellation, or termination of the Contract. Any service or product that is invoiced during this 9-day closeout period after Contract expiration, cancellation, or termination must have been accomplished prior to such expiration, cancellation, or termination.

The Contractor shall submit invoices for services provided, which should include the deliverable start and completion dates, along with a summary of the services provided and hours charged. Payment for services will be made upon receipt of invoices received for specific products and services. Invoices shall include the required documentation as stipulated in **Attachment A – Schedule of Deliverables and Payments** and be submitted to:

Violet Sharpe, Director of Contracts
CareerSource Florida, Inc.
P.O. Box 13179
Tallahassee, Florida 32317
Email: vsharpe@careersourceflorida.com

XI. Reporting. To assess contract activity and progress toward the accomplishment of the deliverables described in **Attachment A – Schedule of Deliverables and Payments**, the Contractor's invoices shall communicate all contract activities, even those that may not be billable deliverables as described in **Attachment A – Schedule of Deliverables and Payments**, and show progress toward the accomplishment of required deliverables.

XII. Contract Management. The following individuals shall serve as Contract Managers for this Contract. They shall be the point of contact for the parties on matters regarding the terms and conditions of the Contract:

For CSF:
Victoria Heller, Senior Director, Communications and Board Relations
CareerSource Florida, Inc.
2308 Killearn Center Blvd., Suite 101
Tallahassee, Florida 32309
Phone/Fax: (850) 760-0529
Email: vheller@careersourceflorida.com

For the Contractor:
Terrie Ard, APR, CPRC – COO and President
Moore, Inc.
2011 Delta Boulevard
Tallahassee, Florida 32303
Phone: (850) 224-0174
Fax: (850) 224-9286
Email: terriea@themooreagency.com

In the event a different representative is designated by either party after execution of this Contract, including the designation of a new Contract Manager, after the execution of this Contract, notice of the name and contact information of the new representative shall be provided in writing to the other party. Such changes shall not require a formal amendment to the Contract.

XIII. Contract Modifications. Modifications to this Contract shall only be valid when they have been rendered in writing and signed before the expiration, cancellation, or termination of the Contract by all original signers, their duly authorized successors or their designees. The parties agree to renegotiate this Contract if revisions of any applicable laws, regulations or increases/decreases in allocations make changes in this Contract necessary. There are no obligations to agree by either party. CareerSource Florida shall be the final authority as to the availability of funds for this Contract.

XIV. Contract Renewal. This Contract may be renewed annually for a period of one (1) year, the total of all renewals not to exceed two (2) years, contingent upon satisfactory performance, the availability of funds, and agreement of the parties to deliverables and payments for each renewal period. CSF retains the sole authority to determine satisfactory performance and the availability of funds. Such renewals are not automatic and require an offer from CSF to the Contractor and an agreement of terms as evidenced by a written and signed renewal document to be executed prior to the expiration of this Contract. There are no obligations to agree to a renewal by either party.

XV. Contract Extension. Extension of this Contract is limited to a period not to exceed six (6) months and must be executed by the parties prior to the expiration of this Contract. An extension may only be executed if, in the judgment of CSF, the contract extension is deemed to be beneficial to the completion of the services as described in **Attachment A – Schedule of Deliverables and Payments.**

XVI. Termination for Convenience. CSF, by written notice to Contractor, may terminate this Contract in whole or in part when CSF determines in its sole discretion that it is in the CSF's interest to do so. Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. Contractor shall not be entitled to recover any cancellation charges or lost profits.

XVII. Termination for Cause. CSF may terminate the Contract if the Contractor fails to: (1) deliver the product or services within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Contractor shall continue to perform any work not terminated. The rights and remedies of CSF in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

XVIII. Termination Due to Lack of Funds: In the event funds to finance this Contract become unavailable if federal or state funds upon which this Contract is dependent are withdrawn or redirected, CSF may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to Contractor. CSF shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

XIX. Waiver. Waiver of breach of any provision of this Contract by CSF shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit CSF's rights to remedies at law or to damages.

XX. Notice. Any notice required or performed pursuant to this Contract shall be in writing and delivered by: U.S. certified mail, return receipt requested, commercial express mail, or in person. Proof of delivery shall be presumed if indicated by the signature of a Contractor or CSF's officer, employee, agent or attorney, but may be proved by other means.

XXI. Legal Action. In the event of a dispute between the parties that cannot be resolved through discussions between the parties and that would otherwise lead to litigation, both parties agree to submit such issues to non-binding mediation prior to taking any action at law or in equity. With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Contract shall be governed by, and be consistent with, the laws of the State of Florida, both procedural and substantive. The parties further agree that Leon County shall be the venue of any legal action between the parties, and that this Contract shall be read, interpreted, and construed in accordance with the laws of the State of Florida.

XXII. Indemnification/Hold Harmless. The Contractor hereby agrees to indemnify and hold harmless, to the extent permitted by Section 768.28, Florida Statutes and other applicable Florida law, CSF and their employees, officers, agents, and assignees from all third-party claims, liabilities, actual and direct damages, injuries and out of pocket expenses of any

nature whatsoever, including reasonable attorney fees and legal costs arising from, resulting from or in any way connected or associated with this Contract, when such claims, liabilities, damages, injuries or expenses are due or claimed to be due solely or in part to the negligent acts of the Contractor, its officers, employees, agents, subcontractors, and/or assignees.

XXIII. Records. CSF, the Governor of the State of Florida, the Department of Financial Services of the State of Florida, the Auditor General of the State of Florida, or any duly authorized representatives shall have access, for purposes of examination, to any books, documents, papers and records (both paper and electronic) of the Contractor related to this Contract. If the Contract funds are federally funded in their origin, for the purposes described in this section, "duly authorized representatives" shall include appropriate federal entities.

The Contractor acknowledges that data which identifies a program client or employer is confidential under the provisions of Sections 443.171 (5) and 443.1715 (1), Florida Statutes, and under various federal program rules and regulations, including 45 CFR 205.50 and Section 185 of the Workforce Innovation and Opportunity Act. Such data may not be released by the Contractor to anyone other than CSF or as may be specifically prescribed by CSF in writing. The Contractor shall employ sufficient internal controls to maintain the confidentiality of these data. CSF may terminate this Contract if the Contractor fails to maintain the required confidentiality of the Contract records.

CSF may unilaterally cancel this Contract for refusal by the Contractor to allow public access as described above to all non-confidential documents, papers, letters or other materials originated or received by the Contractor under this Contract subject to the provisions of Chapter 119, Florida Statutes.

All records, documents, reports, notes or other written materials either prepared or maintained by the Contractor for the administration and management of this Contract, or certified copies thereof, shall be provided intact and at no cost to CSF upon the written request of CSF at the time of Contract cancellation, termination or completion. The Contractor is under no obligation to provide these materials without the expressed written request of CSF. All materials associated with this Contract shall be retained by the Contractor for a minimum of five (5) years from the date this Contract ends. For additional information, see **Attachment D – Public Records Law**.

XXIII. Ownership of Contract Materials. CareerSource Florida and the Contractor agree that the work by the Contractor under this Contract, as well as any derivative works, is work "for-hire" pursuant to federal copyright law. The parties agree that any products developed or modified under this Contract shall be the property of CSF. At CSF's discretion, the Contractor may be granted a non-exclusive license, without the rights to sublicense, to use products developed by the Contractor under this Contract. Said use shall be solely for the benefit of this Contract. The revenue generated by the Contractor from the products shall be used by the Contractor for activities consistent with this Contract and its project action plan. This revenue includes, but is not limited to, all income arising from sharing, replicating, allowing access to or distributing any and all components of the products. Notwithstanding anything to the contrary, the Contractor shall retain ownership of its pre-existing and/or independently developed intellectual property, materials, ideas, know-how, processes, and methodologies ("Contractor Pre-Existing Materials"). For materials that are delivered under the Contract for

CareerSource Florida, Contractor hereby grants to CareerSource Florida a nonexclusive, royalty-free, right to use, copy, perform, display, execute, reproduce, and modify such Contractor Pre-Existing Materials, solely as contained in the materials or deliverables delivered herein.”

XXIV. Intellectual Property Rights. The Federal Government reserves a paid-up, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under a federally funded grant, including a sub grant or contract under the grant or sub grant; and ii) any rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

If applicable, the following needs to be on all products developed in whole or in part with federal grant funds:

This workforce solution was provided through funds awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, expressed or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted pursuant to the terms of the grant contract. Any uses require the prior authorization of the copyright owner.

I have read the above Contract and the attachments and exhibits thereto and understand each section and paragraph.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, hereto, the Parties have caused to be executed this Contract by their undersigned officials duly authorized.

For Contractor:



Authorized Signature

| |
|-----------|
| 6/25/2020 |
|-----------|

Date

Terrie Ard, President
Printed Name & Title

For CareerSource Florida:


Michelle Dennard, President
CareerSource Florida, Inc.

| |
|-----------|
| 6/26/2020 |
|-----------|

Date

Attachment A – June 30, 2020

Schedule of Deliverables and Payments

Public Information and Outreach Services – Moore, Inc. July 1, 2020 – June 30, 2021

The Contractor shall provide the services outlined in Section III, Scope of Contract, and this Attachment A. All necessary and reasonable program outreach services that are specified below and are therefore eligible for payment under this Contract must be accrued during the term of the Contract. Activities that occur before the effective date of this Contract or after its expiration or termination are not eligible to be paid under this Contract. The documentation indicated for each deliverable must be included with the invoice for payment. CareerSource Florida shall be the final authority in determining if documentation is sufficient for payment. The Contractor is responsible for maintaining and producing, upon demand by CareerSource Florida, all records related to this Contract, including but not limited to, a summary and support documentation of major advertising buys and vendor invoices for product purchases on behalf of CareerSource Florida.

2020-2021 Scope of Work

This performance-based contract is established to provide program outreach and marketing expertise with a direct correlation to CareerSource Florida's Strategic Goal:

Increase the prosperity of workers and employers; reduce welfare dependency; increase economic self-sufficiency; meet employer needs; and enhance productivity and competitiveness.

CareerSource Florida's program outreach and partnership efforts in fostering collaboration and leveraging resources with partner entities are consistent with the purpose and functions of the State Workforce Investment Board as outlined in the federal Workforce Innovation and Opportunity Act, including but not limited to, § 679.100 (d) "Engage workforce system representatives, including businesses, education providers, economic development, labor representatives and other stakeholders to help the workforce development system achieve the purpose of the Workforce Innovation and Opportunity Act (WIOA); and (e) Assist to achieve the State's strategic and operational vision and goals as outlined in the State Plan; and § 679.130 Under WIOA sec. 101 (d), the State Board must assist the Governor in the: (c) (3) Development of strategies to provide effective outreach to and improved access for individuals and employers who could benefit from the workforce development system.

In alignment with applicable federal and state laws, this Contract will provide program outreach support and other communications services determined by CareerSource Florida to be necessary and reasonable to assist with the continued implementation of Florida's Workforce Innovation and Opportunity Act Unified Plan, including, but not limited to, messaging and ad design, branding, graphic design, research of partnership and marketing/outreach opportunities, public and media relations, public affairs, media buying, other creative services, web/interactive, annual and special report development, social media, printing, video production, advertising, copywriting, collateral development, developing talking points and presentation materials, ad hoc plans, marketing outreach analysis, regular reporting on outcomes and reach, communications training, strategic and integrated communications plan development and ongoing strategic communications counsel in support of the organization's mission to connect employers with qualified, skilled talent and Floridians with employment and career development opportunities.

A specific priority exists for continued implementation of the CareerSource Florida Network Cooperative Outreach Program established to assist Florida's 24 local workforce development boards with necessary and reasonable program outreach and marketing support to help connect businesses and job seekers in their areas.

Deliverable 1

Integrated Communications Plan Implementation/Communications Support Services –

CareerSource Florida's Integrated Communications Plan is the guiding framework for the organization's statewide public outreach strategy and communication of organizational priorities aligned with the Workforce Innovation and Opportunity Act for the coming year. To advance CareerSource Florida's mission of connecting employers with qualified, skilled talent and Floridians with employment and career development opportunities, program outreach support and other communications services, determined by CareerSource Florida to be necessary and reasonable and coordinated through the Communications and Board Relations Unit, shall encompass both proactive and reactive public, state board and stakeholder outreach and advertising services, elevate awareness and use of programs and services available through the CareerSource Florida network and support the statewide unified brand as outlined in the 2020-2021 Scope of Work for this contract.

The CareerSource Florida network includes CareerSource Florida; the Department of Economic Opportunity, the state agency charged with workforce policy implementation and fiscal affairs; and Florida's 24 local workforce development boards and 100 career centers responsible for primary workforce services delivery to job seekers, workers and businesses.

Deliverable 1 Documentation (Submit with Invoice)

The Contractor will provide a summary of the services provided and the hours charged for each service, including a respective breakdown of individuals and associated hours worked on the CareerSource Florida account. When necessary and appropriate, copies of tear sheets and collateral materials may be included. The Contractor will provide quarterly reports to CareerSource Florida, due within 15 days from the final day of each fiscal quarter, with comprehensive recaps of the program outreach activities and products achieved and delivered to date through this contract as well as recommendations for updates to the CareerSource Florida Integrated Communications Plan for 2020-2021, and, in the final quarter, for recommended updates to the Integrated Communications Plan for 2021-2022.

Deliverable 1 Due Date

Monthly invoices for work completed shall be submitted electronically within 39 calendar days after month's end for the period of July 1, 2020, through May 31, 2021, and for work completed from June 1 – June 30, 2021, within 9 calendar days after month's end.

Deliverable 1 Payment Amount

Payment for account servicing and website development will be provided at the hourly rate of \$135, except for graphic design and website design, which shall be provided at an hourly rate of \$105. This hourly fee does not cover expenses such as advertising buys, printing, photography, production, postage, photocopying, client supplies and shipping.

This hourly fee includes a "piggyback provision" for CareerSource Florida's local workforce development board partners to use the agreed-upon rate structure listed above for necessary, reasonable, independently funded program outreach services with the Contractor outside the scope of work of the Cooperative Outreach Program outlined in Deliverable 4, below.

For account servicing, as well as necessary and reasonable costs associated with website development and design, product purchases and any associated expenses, CareerSource Florida has set aside **up to \$400,000 in Wagner-Peyser funds** for this contract deliverable.

CareerSource Florida reserves authority to shift funding set aside for Deliverables 1 through 7, as needed, to meet emerging program outreach needs that may arise during the contract period within the total contract amount. This flexibility will ensure that board-approved funding to advance CareerSource Florida's integrated communications priorities is maximized.

Deliverable 2

Printing and Products – Purchase products and procure printing and videography services as needed on behalf of CareerSource Florida to deliver outstanding integrated communications support services and achieve effective communications to advance the outreach priorities of the organization. Prior approval for printing and the purchase of products including, but not limited to, signage, outreach collaterals, e.g. brochures, media kits, promo cards for workforce services, resources and activities, videos, photography, recognition and marketing/outreach items, pursuant to federal and state laws and policies, is required.

All program outreach/informational items must meet the criteria listed in FG-OGM-84, Guidance on Use of Funds for the Purchase of Outreach/Informational Items (Attachment E).

Deliverable 2 Documentation (Submit with Invoice)

Monthly service summaries should include a list of products delivered. When necessary and appropriate, product examples may be included with the invoice.

Deliverable 2 Due Date

Monthly invoices for work completed shall be submitted electronically within 39 calendar days after month's end for the period of July 1, 2020, through May 31, 2021, and for work completed from June 1 – June 30, 2021, within 9 calendar days after month's end.

Deliverable 2 Payment Amount

Printing, video production, custom photography, client supplies, products and other related expenses necessary to meet contract deliverables are purchased by the contractor on behalf of CareerSource Florida. As proven with associated documentation of purchase, CareerSource Florida will reimburse contractor with this contract deliverable.

Contractor agrees that no mark-up fees will be added to the reimbursable expenses associated with this deliverable.

For printing, video production, client supplies, products and other associated expenses,

CareerSource Florida has set aside **up to \$200,000 in Wagner-Peyser funds** for this contract deliverable.

Deliverable 3

Advertising Placements/Media Buying – A key objective for CareerSource Florida is program outreach through statewide and, when deemed appropriate and beneficial, national advertising/marketing to increase awareness and use of Florida's workforce system by individual and business customers to strengthen employment, career advancement and business competitiveness. Thus, an important component of this contract is the provision of technical assistance and counsel to develop effective outreach advertising campaigns. This may include, but is not limited to, placement recommendations to meet the requirements and intent of the federal Workforce Innovation and Opportunity Act and CareerSource Florida objectives and budget; and media buying services to better leverage the outreach investment through the contractor's relationship with media outlets. Placements may be made across multiple mediums, including, but not limited to, digital platforms, print, websites, radio, television, outdoor and transportation displays, and direct marketing.

Outreach advertising also remains a significant strategy for building the CareerSource Florida brand as a call to action for Florida job seekers and businesses that directs them to services available to address their employment and training needs. This deliverable includes advertising buys for in-state placements and digital advertising buys in support of increasing awareness and use of CareerSource Florida and FloridaFlex business and employment services to a statewide audience.

The contractor's purchase of advertising outreach on behalf of CareerSource Florida is subject to approval of the Director of Communications and Board Relations.

Deliverable 3 Documentation (Submit with Invoice)

The contractor will produce the required advertising plan outlining recommended and approved media buys, including cost of ad buys, and provide post-campaign documentation, as specified by CareerSource Florida, to demonstrate ad placements and support CareerSource Florida's record keeping for compliance with internal financial protocol and monitoring needs.

Deliverable 3 Due Date

Monthly invoices for work completed shall be submitted electronically within 39 calendar days after month's end for the period of July 1, 2020, through May 31, 2021, and for work completed from June 1 – June 30, 2021, within 9 business days after month's end.

Deliverable 3 Payment Amount

For in-state advertising placements, digital advertising assets and media buys, CareerSource Florida has set aside **up to \$535,000 in Wagner-Peyser funds** for this contract deliverable.

Contractor agrees that the costs associated in this deliverable will contain no commission or mark-up fees.

Deliverable 4

The CareerSource Florida Network Cooperative Outreach Program – The federal Workforce Innovation and Opportunity Act, Section 107, Local Workforce Development Boards, includes within the function of local boards to "identify and promote proven and promising strategies and initiatives for meeting the needs of employers and workers and job seekers."

The CareerSource Florida Network Cooperative Outreach Program was established to assist Florida's 24 local workforce development boards in connecting businesses with talent. Successful implementation of the Co-op Program will offset program outreach costs while supporting local efforts to increase awareness and use of network resources and services available to Florida's businesses and job seekers. Coordinated through CareerSource Florida's Communications and Board Relations unit, the Co-op Program promotes local-state collaboration while strengthening the network brand statewide.

CareerSource Florida will provide statewide funding to assist local boards with the development and dissemination of program outreach tactics. Pursuant to the Invitation to Negotiate (ITN) for Public Information and Outreach Services, the scope of work for this contract includes the need for expert communications support to deliver on-demand statewide communications outreach. Upon the direction of CareerSource Florida, the Contractor shall provide management and support services to facilitate the successful implementation of the Co-op Program with participation opportunities for each of the 24 local workforce development boards.

The Contractor shall develop a Program of Work with participating local workforce development boards to promote action among Florida businesses and job seekers to obtain resources and services from the CareerSource Florida network to advance their business or career. The Contractor shall design and execute outreach strategies, tools and mechanisms as outlined in the Program of Work and as determined by participating local workforce development boards. Outreach strategies, tools, and mechanisms available through the Co-op Outreach Program include, but are not limited to, program or initiative branding; digital marketing of business and job seeker services; development of printed outreach material; and outdoor advertising to raise awareness and promote usage of available workforce development resources and services.

~~Program outreach/informational items developed through the Co-Op program must meet the criteria listed in FG-OGM-84, Guidance on Use of Funds for the Purchase of Outreach/Informational Items (Attachment E).~~

Deliverable 4 Documentation (Submit with Invoice)

The Contractor will provide signed Programs of Work outlining agreed upon services for each participating board, up to 24, to include corresponding cost(s) of service(s) and confirmation by the local board that the service(s) has/have been rendered. When necessary and appropriate, copies of tear sheets and collateral materials should also be included.

Deliverable 4 Due Date

Invoices for work completed shall be submitted electronically within 39 calendar days after completion for the period of July 1, 2020, through May 31, 2021, and for work completed from June 1 – June 30, 2021, within 9 calendar days after month's end.

Deliverable 4 Payment Amount

Payment for account servicing and website development will be provided at the hourly rate of \$135, except for graphic design and website design, which shall be provided at an hourly rate of \$105. This hourly fee does not cover expenses such as advertising buys, printing, photography, production, postage, photocopying, client supplies and shipping.

For provision of public information and outreach services to Florida's local workforce development boards, as outlined in this contract, CareerSource Florida will authorize payment following final submission of each of the participating boards respective Program of Work reflecting completion of services, **not to exceed \$1,000,000 in Wagner-Peyser funds.**

Deliverable 5

Management & Account Servicing of the CareerSource Florida Network Cooperative Outreach Program – Management and account servicing of developed Co-op Programs to include meetings with local boards to set the scope of services to be provided, development of contracts, follow up with local boards, reporting to CareerSource Florida and analysis of program success.

Deliverable 5 Documentation (Submit with Invoice)

The Contractor will provide a summary of the services provided and the hours charged for each service, including a respective breakdown of individuals and associated hours worked on the CareerSource Florida account. When necessary and appropriate, copies of tear sheets and collateral materials may be included.

Deliverable 5 Due Date

~~Invoices for work completed shall be submitted electronically within 39 calendar days after completion for the period of July 1, 2020, through May 31, 2021, and for work completed from June 1 – June 30, 2021, within 9 calendar days after month's end.~~

Deliverable 5 Payment

~~CareerSource Florida will pay \$135/hour to Contractor for management of the Florida Cooperative Outreach Program, up to \$20,000 in Wagner-Peyser funds.~~

Deliverable 6

Event and Organization Partnerships – Business outreach and improved alignment among workforce development, education, community development and economic development are essential for successful workforce boards under the federal Workforce Innovation and Opportunities Act. Partnerships that enhance business engagement efforts help to advance the work to achieve CareerSource Florida's mission and annual goals.

In this important role as a key convener of education, economic development, community development and other partners, CareerSource Florida is a primary participant and supporter of collaborative efforts to increase the prosperity of workers and employers; reduce welfare dependency; increase economic self-sufficiency; meet employer needs; and enhance productivity and competitiveness. Partnership agreements to advance these goals include specified deliverables that support the mission of the CareerSource Florida network by raising awareness of program services to job seekers, workers and businesses and enhancing collaboration among core and critical partners.

The Contractor will coordinate with CareerSource Florida team members and partner organizations following successful negotiation of partnership scope, manage all timelines associated with scope and delivery of program outreach videos, collateral items, presentation material or other deliverables as specified, ensure adherence to timelines set forth in the partnership agreements, and coordinate receipt of proof of performance from partners.

All program outreach/informational items must meet the criteria listed in FG-OGM-84, Guidance on Use of Funds for the Purchase of Outreach/Informational Items (Attachment E).

**Deliverable 6 Documentation
(Submit with Invoice)**

The Contractor will provide a summary of the services provided, invoices from partners, and documentation for proof of performance by partners. When necessary and appropriate, copies of tear sheets and collateral materials may be included.

Deliverable 6 Due Date

Monthly invoices for work completed shall be submitted electronically within 39 calendar days after month's end for the period of July 1, 2020, through May 31, 2021, and for work completed from June 1 – June 30, 2021, within 9 calendar days after month's end.

Deliverable 6 Payment

For Event and Organization Partnerships, CareerSource Florida has set aside **up to \$300,000 in Wagner-Peyser funds** for this contract deliverable.

Deliverable 7

Management of Event and Organization Partnerships – For the purposes of Event and Organization Partnerships, as outlined in Deliverable 6, management and account servicing includes necessary and reasonable costs for the development of the program, coordination with partner(s), meetings with CareerSource Florida staff to set the scope of services to be provided, development of contracts, reporting to CareerSource Florida, and analysis of program success.

**Deliverable 7 Documentation
(Submit with Invoice)**

The Contractor will provide a summary of the services provided and the hours charged for each service, including a respective breakdown of individuals and associated hours worked on the

CareerSource Florida account. When necessary and appropriate, copies of tear sheets and collateral materials may be included.

Deliverable 7 Due Date

Monthly invoices for work completed shall be submitted electronically within 39 calendar days after month's end for the period of July 1, 2020, through May 31, 2021, and for work completed from June 1 – June 30, 2021, within 9 calendar days after month's end.

Deliverable 7 Payment Amount

CareerSource Florida will pay \$135/hour for to Contractor for Account Servicing of Event and Organization Partnerships **up to \$20,000 in Wagner-Peyser funds.**

Deliverable 8

Apprentice Florida Outreach Campaign Development and Implementation – Apprentice Florida is an outreach campaign developed on behalf of the partnership that includes CareerSource Florida, the Department of Economic Opportunity and the Department of Education. Established under the State Apprenticeship Expansion Grant awarded by the U.S. Department of Labor to Florida in 2016, the Apprentice Florida campaign seeks to expand apprenticeships to create a fortified talent pipeline in targeted sectors, driving economic development across the Sunshine State. In support of this grant-funded priority initiative, the Contractor developed and is executing a strategic marketing outreach plan to raise awareness and use of apprenticeships among businesses and job seekers, to include integrated communications plan development; advertising outreach, both digital and traditional; landing page development, update and maintenance; targeted email marketing; asset development and printing to include such outreach materials as handouts, infographics, etc.; testimonial and motion graphics videos; advocacy outreach and engagement; media relations; and other opportunities as determined by research and communications plan development.

Deliverable 8 Documentation (Submit with Invoice)

The Contractor will provide a summary of the services provided and the hours charged for each service, including a respective breakdown of individuals and associated hours worked on the CareerSource Florida account. When necessary and appropriate, copies of tear sheets and collateral materials may be included.

Deliverable 8 Due Date

Monthly invoices for work completed shall be submitted electronically within 39 calendar days after month's end for the period of July 1, 2020, through May 31, 2021, and for work completed from June 1 – June 30, 2021, within 9 calendar days after month's end.

Deliverable 8 Payment Amount

Payment for account servicing and website development will be provided at the hourly rate of \$135, except for graphic design and website design, which shall be provided at an hourly rate of \$105. This hourly fee does not cover expenses such as advertising buys, printing, photography,

production, postage, photocopying, client supplies and shipping.

For strategic planning, campaign development and outreach to businesses, potential apprentices and other partners in support of CareerSource Florida's apprenticeship expansion activities in partnership with the Department of Economic Opportunity and the Department of Education, CareerSource Florida anticipates investing **up to \$500,000 , contingent upon receipt of federal or state apprenticeship grant funds.**

Contractor Reserve – CareerSource Florida has set aside additional funds for special program outreach and strategic communications projects, as necessary, **up to \$25,000 in Wagner-Peyser funds.** These funds can also be used to fund Deliverables 1, 2, and/or 3 if needed.

Contract Total: \$3,000,000

(\$2,500,000 Wagner-Peyser grant funds and \$500,000 Apprenticeship grant funds)

End of Attachment A – Schedule of Deliverables and Payments, Executed June 30, 2020.



ATTACHMENT B

CareerSource Florida Outreach Services Proposal June 30, 2020

Proposed Scope of Services:

Moore proposes to continue our partnership with CareerSource Florida to provide integrated marketing and outreach services. Specific activities to be conducted in FY 2020 – 2021 will include the implementation of integrated communications strategies to inform Florida’s businesses and career seekers of CareerSource Florida network services, such as Employ Florida and training and recruitment support.

Moving into next fiscal year, Moore will work closely with CareerSource Florida to ensure the most recent corporate and program goals are at the forefront of communications strategy and allocation decisions. One of the first priorities for FY 2020 – 2021 will be to expand the corporate communications objectives based on the updated goals of CareerSource Florida’s leadership.

As part of our continued partnership with CareerSource Florida, we will provide ongoing strategic communications support through:

- Communications strategy and brand management
- Content and asset development
- Digital marketing
- Stakeholder relations
- Media relations and crisis communication
- Statewide advertising buy management
- 2020 – 2021 Co-Op program management and facilitation
- Apprentice Florida outreach and execution
- Partnership facilitation and management

The CareerSource Florida Core Team:

- Terrie Ard, APR, CPRC, President and COO – Senior Counsel and Oversight
- Emily Read, APR, Managing Director – Account Lead, Corporate and Co-Op
- Wes Barker, Associate Managing Director – Digital Lead
- Ashlee Weber, Senior Director of Brand Development – Brand Lead
- Elyssa Brandt, Account Executive – Account Support
- David Soto, Director – Digital Advertising Outreach
- Kelsey Franklin, Senior Content Specialist – Digital Copywriter and Engagement
- Amelia Denson, Director of Digital Asset Development – Content Creation



Additional Principal Moore Staff:

- Karen Moore, APR, CPRC, Founder and CEO
- Richard Moore, General Counsel
- Andrea Blount, Business Manager

Meet Moore:

Moore, formerly Moore Communications Group, is an integrated communications agency headquartered in Tallahassee with locations in West Palm Beach, Denver and New Orleans. We boast a multi-disciplined team of experts, skilled in all major capabilities including branding, advertising, digital marketing, public relations, media relations, advocacy, and crisis communications. Representing Fortune 500 companies and small organizations alike, we get results that matter.

We do a lot of things. We do them well, and they all work together.

- Advertising
- Advocacy
- Branding
- Communications Training
- Crisis Communications
- Digital Marketing
- Graphic Design
- Multicultural Communications
- Public and Media Relations
- Research and Data Mining
- Video Production
- Website Design

Our more than decade-long partnership with CareerSource Florida means we've learned a lot about how to make the best use of your resources to get the results you need.

As always, you have full access to a core team of experts in the day-to-day servicing of the CareerSource Florida account. We'll also make good use of the knowledge and talents of other team members to uncover new opportunities to elevate our work on your behalf.

CERTIFICATIONS AND ASSURANCES

CAREERSOURCE FLORIDA will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
 - B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
 - C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
 - D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
 - E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
 - F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.
 - G. Employment Eligibility Verification
- A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract 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;
3. 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 A.2. of this certification; and/or
4. 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.

- B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned Contractor certifies, to the best of its 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 a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form of Lobbying Activities,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), 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 WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform DEO immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Recipient and/or Subrecipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

G. EMPLOYMENT ELIGIBILITY VERIFICATION

1. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Contractor to:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and,
 - a. Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
2. **E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

3. If Contractor does not have an E-Verify MOU in effect, Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

By signing below, Contractor certifies the representations outlined in parts A through F above are true and correct.

Senise And, President
(Signature and Title of Authorized Representative)

MOORE 6/25/2020
Contractor Date

2011 Delta Blvd.
(Street)

Tallahassee, FL 32303
(City, State, ZIP Code)

**** End of Attachment C – Certifications and Assurances ****

FS Book: Florida Statutes
FS Title: X - Public Officers, Employees, and Records
FS Chapter: 119 - Public Records Section FS 119.0701

119.0701 Contracts; public records; request for contractor records; civil action.—

(1) DEFINITIONS.—For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS.—In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type: **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT** (telephone number, e-mail address, and mailing address) .

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency 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 this chapter 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(3) REQUEST FOR RECORDS; NONCOMPLIANCE.—

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(4) CIVIL ACTION.—

(a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:


1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

(b) A notice complies with subparagraph (a)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

History.—s. 1, ch. 2013-154; s. 1, ch. 2016-20.

End of Attachment D – Public Records Law

| | | | |
|---|---|--|------------------|
|  | | DIVISION OF FINANCE AND ADMINISTRATION BUREAU OF FINANCIAL MANAGEMENT | FG-OGM-84 |
| TITLE: | Guidance on Use of Funds for the Purchase of Outreach/Informational Items | | |
| RESPONSIBLE OFFICE: | Division of Finance and Administration, Bureau of Financial Management | | |
| EFFECTIVE: | May 23, 2014 (revised July 22, 2014) | | |
| REVISED: | March 4, 2020 | | |

I. PURPOSE/SCOPE

To provide information and guidance for the Local Workforce Development Boards regarding the use of state and federal funds to conduct outreach and promote/market local workforce services.

II. BACKGROUND

Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance), restricts the use of federal funds for advertising and public relations (see 2 CFR 200.421).

Each year the Florida Legislature, in the General Appropriation Act (GAA), requires that:

...[A]ny expenditures by a local workforce development board for "outreach," "advertising," or "public relations" must have a direct program benefit and must be spent in strict accordance with all applicable federal regulations and guidance.

The Legislature also requires that any purchases of promotional items (allowable outreach/informational items) which exceed \$5,000 in total for the program year must be approved prior to purchase.

This guidance has been developed based on the provisions of the Uniform Guidance and state legislative intent to limit the use of federal and state funds by local workforce development boards for "promotional items."

III. REVISION INFORMATION

This guidance updates and replaces FG-OGM-84, Guidance on Use of Funds for the Purchase of Outreach/Informational Items, dated July 22, 2014.

IV. AUTHORITY

- Workforce Innovation and Opportunity Act (WIOA; 29 U.S.C. 2701 et seq.)
- Regulations for the Workforce Development Systems Under Title I of WIOA (20 C.F.R. Part 675 et seq.)
- Wagner-Peyser Act (29 U.S.C. 49 et seq.)
- Regulations for the Wagner-Peyser Act Employment Service (20 C.F.R. Part 651 et seq.)
- Title 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance).

V. DEFINITIONS

A. Program Outreach: Program outreach is an activity conducted by workforce boards to educate the public about services available and how to access those services. Program outreach also includes activities designed to inform and recruit individuals that have particular needs and have been targeted for services. Federal regulations allow costs associated with advertising to conduct program outreach activities. Allowable advertising includes TV and radio spots, billboards, spots on transit media, signage, social media, websites, brochures, etc. Program outreach should be a coordinated activity that support and benefits the various workforce grants operated by the local workforce development boards.

Allowable advertising should be targeted to businesses, job seekers and/or community partners and: 1) connects job seekers, businesses, and/or community partners to programs and services offered by the Local Workforce Development Board, and 2) serves a business purpose by assisting job seekers obtain employment and employers find qualified job seekers. All advertising for program outreach must include the organization's name, a tag line that promotes services, and contact information (such as a web site or telephone number). The purchase of allowable advertising for the purpose of program outreach does not require prior approval.

B. Outreach/Informational Item: An outreach/informational item is something purchased for distribution to job seekers and employers as a way to reinforce the program outreach advertising that a Local Workforce Development Board does.

C. Promotional/Marketing Item: An item purchased for distribution to the general public that promotes the organization (only contains the name of the Local Workforce Development Board).

D. Connection to Programs/Services: A statement that connects a business, partner or job seeker to services offered at the workforce board. For example, "Call [phone #] or visit [website] for assistance in locating employment or job training," etc.

VI. APPLICABILITY

The policy and procedures contained in this guidance apply to the use of federal or state grant funding received from DEO. It does not apply to outreach/informational and promotional/marketing items purchased with non-federal and non-state funds.

This policy does not apply to the following items that are not considered "outreach/informational." These items may include the name and/or the logo of the organization and tag line, so long as the cost of adding that information is not significantly different from the cost of the supplies unmarked, and those supplies are used only for the conduct of grant business and not as outreach/informational purposes. The Local Workforce Development Board should maintain cost comparison data between the items marked and unmarked to demonstrate that the cost variance was reasonable. These items include:

- Office supplies such as pens, pencils, pads of paper, business cards, stationary, post-it note pads, mouse pads, lanyards, or similar items used by either staff, board members, or individuals participating in workforce program activities.
- Balloons, banners, and table skirts that include the organization's name used to identify the organization at events such as job fairs and other community events.
- T-shirts and other type uniform materials worn by staff or participants used to identify staff and participants as members of the local workforce team.
- Supportive services such as grooming supplies (pocket valets) and other similar items that may be used to help participants successfully interview for jobs, etc.
- Supplies, materials, booklets, and videos purchased for resource rooms, job readiness classes, and Rapid Response.

VII. PROCEDURES/POLICY

The purchase of outreach/informational items to conduct program outreach to inform employers and job seekers of the availability of services through local workforce development boards is an allowable use of funds as an advertising cost when it meets the requirements of this policy. In order to be allowable, program outreach/informational items must meet the following criteria:

- Provide contact information regarding the Local Workforce Development Board. The minimum information would be the Local Workforce Development Board name, website and/or phone number, and/or other information that would direct the user to the Local Workforce Development Board for services.
- Include a statement that connects a business, partner or job seeker to services offered at the workforce board. For example, "Call [phone #] or visit [website] for assistance in locating employment or job training," etc.
- Be reasonable in price and necessary to assist in outreach to businesses, community partners and job seekers. Only the number of items determined necessary to support outreach efforts planned for the program year should be purchased.
- Any outreach/informational items purchased for distribution as giveaways must be intended for businesses and community partners in the context of doing

business with the Local Workforce Development Board, or for job seeker customers as part of program recruitment, participation, or follow-up.

- Outreach items provided to businesses/community partners should be items that can be used in the work environment and have the added benefit/value of connecting the business/community partner to the programs and services provided by the Local Workforce Development Board.
- Outreach items provided to job seekers should be useful during the search for employment, while connecting the individual back to employment programs and services.

The following is a list of allowable outreach/informational items, provided that the items meet the criteria outlined above within section VII:

- Portfolios/folders purchased for distribution to job seekers to assist them in seeking employment. These items should include information on available workforce services (brochures, pamphlets, etc.).
- Pens and pencils purchased for distribution to job seekers and participants to assist them in seeking jobs and participating in program services and/or for distribution to businesses and community partners to remind them of services available through the Local Workforce Development Board.
- USB drives that include pre-loaded information about available services purchased for distribution to job seekers and participants to assist them in seeking jobs and participating in program services and/or for distribution to businesses and community partners to remind them of services available through the Local Workforce Development Board.
- Tote bags for distribution to job seekers at job fairs and community events. Tote bags and other similar item purchased for distribution to job seekers should include information on available workforce services (brochures, pamphlets, etc.).

Additional items not on this list of allowable items may be approved on a case-by-case basis in very limited, unique situations with prior written approval from DEO. Items purchased for distribution to the general public that promote the organization (only contains the name of the Local Workforce Development Board) are promotional/marketing items and are not allowed.

The following are examples of items that are not allowed to be purchased from state or federal grant resources:

- Balloons purchased for distribution to the general public at job fairs or community events. These and other promotional/marketing items intended to be distributed to the general public as a "giveaway" are not allowable.
- Hairbrushes/other personal items purchased for distribution as a marketing item to the general public or job seekers. These and other promotional/marketing items intended to be distributed to the general public as a "giveaway" are not allowable.
- Umbrellas purchased for distribution to businesses and community partners to engage and remind them of services available through the Local Workforce Development Board. Although the item may be intended for distribution to only

businesses targeted for recruitment, the item is determined to have limited value/benefit and has a high cost per item for that limited benefit.

VIII. FUNDING ALLOWABILITY

Generally, USDOL Employment and Training Administration programs like the Workforce Innovation and Opportunity Act and Wagner-Peyser Act allow for the purchase of outreach and informational materials. Other programs depend on grantor preference on the issue or the nature of the services provided. Because many grants are limited, uses of cost pools should be avoided. A matrix of the workforce funding sources and whether the grant allows these types of purchases is included in Attachment I. The "Outreach/Informational Items Decision Tree" in Attachment II is provided as a resource tool in determining funding allowability. Outreach/informational items purchased for distribution will be subject to audit and are allowable only under limited circumstances. Boards are encouraged to first find nonfederal/non-state resources to pay for such items, or seek donations for these items by community partners.

IX. PRIOR WRITTEN APPROVAL

Prior written approval is not required to purchase advertising for allowable program outreach activities (see Section V. A.). Prior written approval is required for any purchases of allowable outreach/informational items listed within section VII exceeding \$5,000 in total for the program year. Prior written approval is also required for any purchases of other allowable outreach/informational items not specifically included in the list of allowable items within section VII, regardless of total cost. Items not on the list of allowable items may be approved on a case-by-case basis in very limited, unique situations. The specific purchase, exact message to be included on the items, the intended recipients of the items, and specific funding sources with supporting justification, must be sent to the Department of Economic Opportunity at priorapprovalrequest@deo.myflorida.com using the Prior Approval Request Form – Other Individual Items, and/or the Annual Prior Approval Request Form, as applicable. A Board must note the anticipated volume of items and timeframe within which the items will be distributed.

X. DOCUMENTATION

Boards must have good, clear supporting documentation for all costs associated with program outreach and informational activities. Good, clear supporting documentation establishes that the expenditure:

- meets the cost principles (is necessary and reasonable for proper and efficient performance and administration of the grant);
- is allocable to the grant based upon benefits received;
- is authorized or not prohibited under federal, state or local laws or regulations;
- conforms to any limitations or exclusions set forth in the principles, federal laws, terms and conditions of the federal award, or other governing regulations as to types or amounts of cost items; and
- is consistent with policies, regulations, and procedures that apply.

XI. ATTACHMENTS

- Attachment I - Grant Allowability Matrix
 - Attachment II – Outreach/Informational Items Decision Tree
-
-

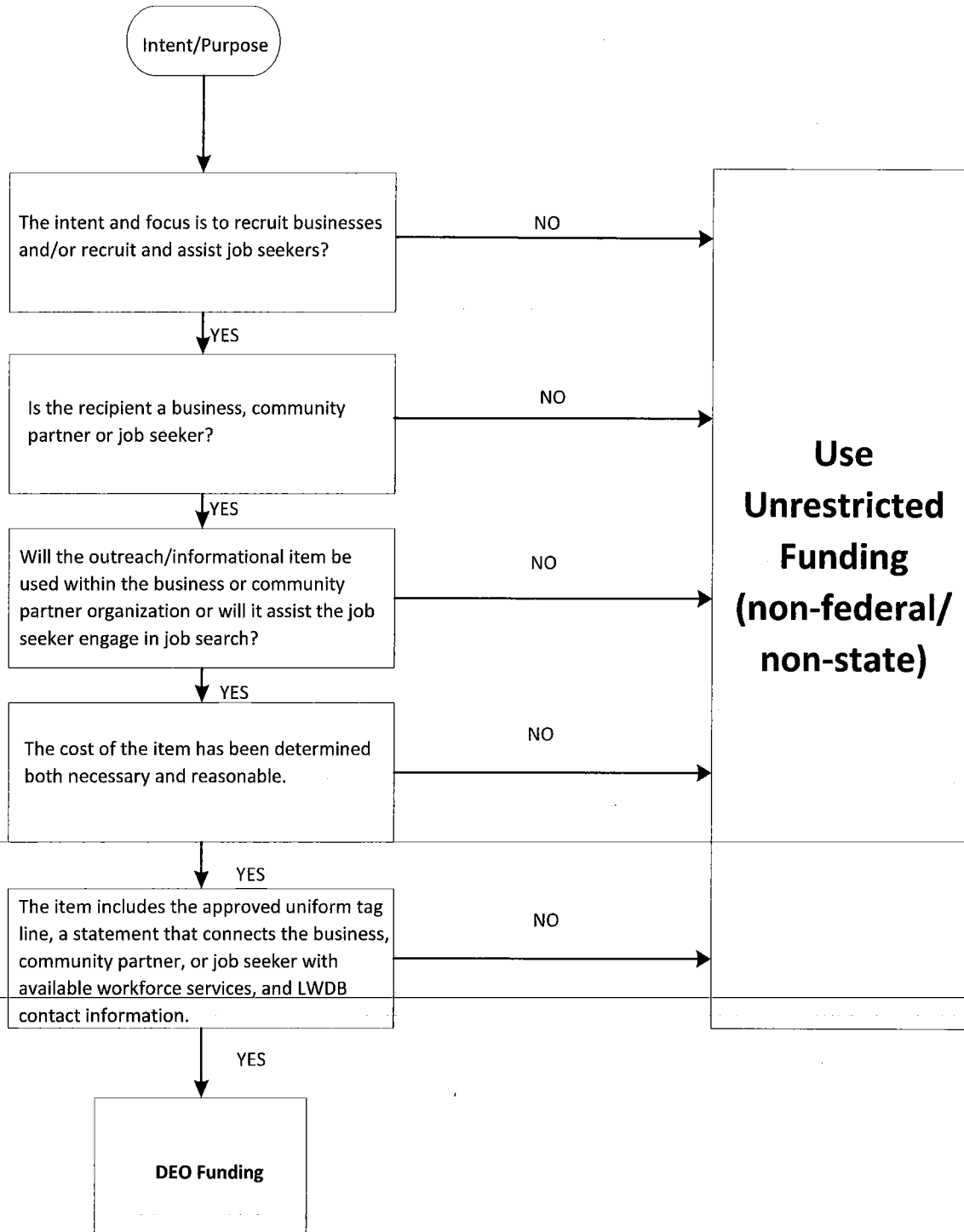
Attachment I
Grant Allowability for Purchases of Outreach/Informational Items

| Program Title | Allowable to Purchase Informational Items? |
|--|--|
| Supplemental Nutrition Assistance Program | No |
| Wagner-Peyser Employment Services | Yes |
| Unemployment Insurance (UI) | No |
| Reemployment and Eligibility Assessments | No |
| Trade Adjustment Assistance | No |
| WIOA Formula awards (Adult, Dislocated Worker and Youth) | Yes |
| WIOA State Level | Note 1 |
| Disabled Veterans' Outreach Program (DVOP) | No |
| Local Veterans' Employment Representative Program (LVER) | No |
| Veteran's Incentive Awards | Yes, Note 2 |
| Welfare Transition | No |
| Other grant awards | Note 3 |

Notes:

- (1) Allowable, unless restricted due to special terms in the Notice of Funds Availability (NFA).
- (2) Veteran's Incentive Awards are unrestricted funding that are not subject to prior approval requirements.
- (3) Depends on the specific grant requirements. Contact the Grant Manager listed on the NFA with any questions.

**Attachment II
Outreach/Informational Items Decision Tree**



Federal Law and Regulations:

- a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 C.F.R. Part 75, 29 C.F.R. Part 95, 2 CFR Part 200, 20 CFR Part 601, *et seq.*, and all other applicable federal regulations.
- b. Contractor shall comply with all applicable federal laws, including but not limited to:
 - (1) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (2) 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.
 - (3) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
 - (4) 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.
 - (5) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq.*, which prohibits discrimination on the basis of age.
 - (6) 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.
 - (7) The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
 - (8) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
 - (9) The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR

Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction subagreements.

- (10) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (11) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (12) **The 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 (see Certification Regarding Lobbying Form within Attachment 2 of this Contract). 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.**
- (13) Debarment and Suspension: When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 2 CFR Part 2998, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment 2 of this Contract.
- (14) **Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.**

- (15) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (16) Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
- (17) Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (18) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (19) E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- (20) Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no

laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(21) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94-580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

(22) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

Genie A. Ad, President
(Signature and Title of Authorized Representative)

Moore 6/25/2020
Contractor Date

2011 Delta Blvd.
(Street)

Tallahassee, FL 32303
(City, State, ZIP Code)

****End of Attachment F – Federal Law and Regulations****
