



SPHERION
VENDOR CONTRACT: 20-001-DWG/EOR
ORIGINAL APPROVAL DATE: 5/27/2020
CONTRACT BEGIN DATE: 7/1/2020
CONTRACT REVISION DATE: 2/24/2021
CONTRACT END DATE: 6/30/2021

FUNDING SOURCE(S): CFDA Number 17.286: WIOA National Dislocated Worker Grant. Use of these funds must follow all applicable WIOA laws, rules and regulations and must be consistent with DWG program requirements as well as TEGL 12-19.

THIS CONTRACT is entered into between Workforce Development Board of the Treasure Coast, Inc, d/b/a CareerSource Research Coast, hereinafter referred to as "CSRC" and KJ&J, LLC dba Spherion Staffing, LLC, hereinafter referred to as the "CONTRACTOR", for purposes of providing temporary Employer of Record services should CSRC receive a National Dislocated Worker Grant (DWG) awarded to the local workforce development area as a result of a disaster. Project areas of focus are: (1) Clean-up, demolition, repair, renovation, and reconstruction of destroyed public structures, facilities, and lands with the affected local workforce area as well as private non-profit properties. Under very limited circumstances, clean-up activities are authorized on other private property. (2) Humanitarian assistance-actions designed to save lives, alleviate suffering, and maintain human dignity in the aftermath of emergencies in the local workforce area.

CONTRACT TERM

This CONTRACT is contingent upon the local workforce development area experiencing a disaster recognized by the federal government through the award of a DWG any period between July 1, 2020 through June 30, 2021 provided the CONTRACTOR meet CSRC's performance expectations.

This CONTRACT is in effect from July 1, 2020 through June 30, 2021 provided the CONTRACTOR meet CSRC's performance expectations. Performance is to be reviewed during the term of this CONTRACT and the CONTRACT may be renewed annually through June 30, 2025, if approved by CSRC and its Board of Directors.

SERVICES

The CONTRACTOR shall provide staffing services as the Employer of Record for DWG participants. Under these circumstances, DWG participants are employed by the CONTRACTOR and placed in temporary work assignments with worksite employers identified by CSRC. Both worksite employers and temporary workers have specific eligibility requirements that CSRC must qualify for either to participate in DWG-funded work activities. Assigned temporary workers will work under the direction, control, and supervision of the worksite employer.

The CONTRACTOR will:

1. Serve as the "Employer of Record (EOR)" for wages and all applicable federal, state and local payroll related taxes for individuals who participate in a dwg temporary jobs program in Martin, St. Lucie and/or Indian River counties and to have the services available within one week of notification from CSRC that services are warranted and desired.
2. Establish and maintain a payment system to appropriately account for participants' wages and hours of participation in the program.
3. Make, at a minimum, weekly wage payment to DWG program participants based upon wage rates established in worksite contracts and to those individuals who are determined eligible and referred by CSRC or one of CSRC's contracted service providers.
4. Arrange for an orderly and timely distribution of participants' pay using Spherion's normal payment methods as long as those methods are approved by CSRC prior to implementation.
5. Appropriately assess and process employment related taxes based upon established rates and in full compliance with federal, state and local requirements.
6. Provide an advance notice to CSRC of when a DWG program participant is within a "30-day period" of exhausting either his/her time participation or total wages limit, whichever occurs first, as established by the DWG regulations.
7. Periodically review worksites to ensure participants' work assignments are consistent with the applicable worker compensation rates to identify the need for safety training and to ensure compliance with work safety requirements.



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8. Provide CSRC with a detailed weekly report to include an accounting of wages, benefits, taxes, and employment period for each participant in the program. The report should provide an accounting for weekly and cumulative wages and period of participation.
9. Identify and terminate participants who violates rules associated with participation in the program, submit falsified records, or who, it is later determined, may not qualify under the DWG eligibility guidelines.
10. Attempt to collect restitution for wages paid to participants who are determined ineligible or who falsified records to obtain a higher pay or travel reimbursement when the CONTRACTOR was reimbursed by CSRC.

DELIVERY SCHEDULE:

The CONTRACTOR will recruit, screen, drug test, background check potential applicants. A Panel 5 Drug Test for illegal substances will be required. CONTRACTOR will process paychecks and unemployment compensation of participants on a weekly basis, as needed. CSRC will notify the CONTRACTOR as to the availability and term of the DWG award.

PERFORMANCE:

CSRC expects all services to be provided for the local workforce development area.

Failure to meet these expectations on a consistent basis may result in early termination and/or non-renewal of the contract.

CONFLICT OF INTEREST:

The CONTRACTOR must declare conflicts of interest, if any arise, between the CONTRACTOR's services to CSRC and those services that the CONTRACTOR may provide to others. The CONTRACTOR has an ethical responsibility, apart and separate from any contractual duties, to disclose such conflicts.

CONFIDENTIALITY:

The CONTRACTOR will keep information related to all CSRC issues in strict confidence. Other than written reports submitted to CSRC, the CONTRACTOR will not publish, reproduce or otherwise divulge information, in whole or part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information to those employees on its staff, CSRC's staff, or state and federal authorities who must have the information on a "need to know" basis.

INSURANCE:

The CONTRACTOR, upon signing this CONTRACT, will provide proof of insurance applicable to the services and bond, the minimum limits of which shall not be less than a combined total of \$2,000,000.

CERTIFICATIONS:

The CONTRACTOR, upon signing this CONTRACT, will complete the attached certifications and abide by the terms contained therein.

PAYMENT TERMS:

The CONTRACTOR will submit an invoice for fees no less than weekly to:

Lisa Delligatti, Chief Financial Officer
The Workforce Development Board of the Treasure Coast, Inc.
584 NW University Boulevard, Suite 100



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Port St. Lucie, Florida 34986

The CONTRACTOR will provide an original CONTRACTOR invoice signed by an authorized CONTRACTOR official. The invoice for services must be for allowable and allocable costs incurred during the term of this Contract. The invoice should include all costs outlined in this contract, and no other costs. CSRC will process the invoice and issue payment for services rendered within 15 days of receipt of the invoice.

CSRC will pay the CONTRACTOR 1.3434 times the hourly rate for clerical personnel being paid at \$12 per hour (calculated at a total payment of \$15.87 per hour worked) and 1.3659 times the hourly rate for light industrial personnel being paid at \$14 per hour worked (calculated at a total payment of \$18.83 per hour worked), per the CONTRACTOR's proposal submitted through solicitation #20-001-DWG/EOR issued March 16, 2020. Other necessary positions that fall under another classification(s) will be negotiated at the time the additional classification(s) is identified. The cost for additional classification(s) will not exceed average market rates as determined by CSRC through a cost/price analysis.

These rates may be modified in proportion to any legislative mandated or imposed by an agency of the state or federal government, new or increased cost, which may be required by federal, state or local law such as FICA, FUTA, state unemployment tax or Affordable Health Care Act. The CONTRACTOR shall notify CSRC in writing concerning any rate changes and this CONTRACT may be modified upon the effective date of such new or increased cost deemed allowable, allocable and necessary.

Costs for actual travel reimbursement expenses incurred by staff working on CSRC projects will be fully reimbursed by CSRC as long as appropriate documentation is submitted and are costs over and above those outlined above. Travel may only be reimbursed using CSRC's policies and forms for such reimbursements. The CONTRACTOR must train all staff on these policies and procedures. The actual travel reimbursement forms completed by staff and signed by a CSRC supervisor must be submitted with the invoice. No reimbursement shall be made to staff unless travel is required to complete job duties, a CSRC supervisor approves it and a travel voucher is completed according to policy and is signed by a CSRC supervisor.

RIGHT OF DEOBLIGATION OR TERMINATION:

Funds obligated under this CONTRACT may be de-obligated and no longer available, owing, or due the CONTRACTOR should the CONTRACTOR fail to meet the terms of this CONTRACT. CSRC reserves the right to terminate, in writing, this CONTRACT should CSRC not receive funding sufficient to pay the CONTRACTOR. Services rendered prior to the date of termination will be paid.

This Contract may be terminated, in whole or in part, when such action is deemed by CSRC, in its sole discretion, to be in its best interest. Termination of work hereunder shall be affected by written notice of termination to the Contractor, specifying the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the written notice is sent.

CONTACTS:

Richard Kolleda will be CSRC's primary contact with the CONTRACTOR. Mr. Kolleda may be reached at richkolleda@spherion.com or (772) 336-9545 x205. In the event of personnel changes, the CONTRACTOR shall notify CSRC in writing immediately.

The CONTRACTOR's point of contact with CSRC will be Ms. Tracey McMorris, Vice President of Operations/COO until such time a DWG Coordinator is named. Ms. McMorris can be reached at tmcmorris@careersourcerc.com or (866) 42-4473 ext. 528.



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SIGNATURES AND ATTESTATIONS

IN WITNESS THEREOF, the parties hereto have caused this CONTRACT and Attachments to be executed by their undersigned officials as duly authorized.

CONTRACTOR – KJ&J, LLC dba Spherion Staffing, LLC

THE WORKFORCE DEVELOPMENT BOARD OF THE TREASURE COAST, INC. d/b/a CAREERSOURCE RESEARCH COAST

Richard Kolleda, License Owner
Name and Title of Certifying Representative

Brian Bauer, President/CEO
Name and Title of Representative

DocuSigned by:
Rich Kolleda
CAPD13506F524D8...
Signature

DocuSigned by:
Brian K. Bauer
81CEF86456304CC...
Signature

2/26/2021 | 3:21 PM EST
Date

2/24/2021 | 3:57 PM EST
Date



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ATTACHMENT TO EMPLOYER OF RECORD CONTRACT #20-001-DWG/EOR

This attachment is part of the Employer of Record Vendor Contract by and between The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast (CSRC) and KJ&J, LLC dba Spherion Staffing, LLC (Contractor) for employer of record services described in the Vendor Contract attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and Attachment herein, the parties hereby agree as follows:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the provisions of the Workforce Investment Act of 1998, the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Contract. Office of Management and Budget (OMB) Circulars: Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200. Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-contracts.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

Contractor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Contract in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

As a condition of funding from Client under Title I of the WIA, Contractor assures that it will comply fully with the following:

- a. 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.
- b. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- c. 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.
- d. The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- e. 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.
- f. Section 188 of the Workforce Investment Act of 1998 (WIA), 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.
- g. The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- h. Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/subcontractor to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.



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

4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE

Clean Air and Water Act: When applicable, 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 (40 CFR Part 15). The Contractor shall report any violation of the above to the contract manager. Energy Efficiency: The 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 (Public Law 94-163).

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Contract is in excess of \$100,000, Contractor must, prior to contract execution, complete the Certification Regarding Lobbying Form. XX See Appendix A to 29 CFR Part 95 and Appendix A to 45 CFR Part 74 13.

6. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding Client customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by Client for purposes related to the performance or evaluation of the Contract may be divulged to Client or such other parties as they may designate having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the Client. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

CSRC, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or contract: Contracts or contracts for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient 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, Contracts and Cooperative Contracts" and any implementing regulations issued by the awarding agency.



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8. MONITORING

At any time and as often as Client, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Contract. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by Client. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from Client.

9. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Contract, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Contract and (2) the dollar amount of Federal funds for the project or program.

10. PUBLIC ENTITY CRIMES

Contractor shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

11. 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.) LO3-277, 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.

12. TERMINATION FOR DEFAULT/CONVENIENCE

This modified contract may be terminated as follows:

- a. Either party may request termination of modified contract upon 30 days prior written notice to the other party.
- b. CSRC may unilaterally terminate or modify this modified contract, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified contract is funded.
- c. CSRC may unilaterally terminate this modified contract at any time that it is determined that:
 - i. Vendor fails to provide any of the services it has contracted to provide; or
 - ii. Vendor fails to comply with the provisions of this modified contract; or
 - iii. Such termination is in the best interest of CSRC.
- d. Written notification of termination must be by registered mail, return receipt requested.



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If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to CSRC, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified contract is terminated for cause, Contractor shall be liable to CSRC for damages sustained for any breach of this modified contract by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

In instances where Contractor(s)/Vendor(s) violate or breach modified contract terms, CSRC will use all administrative, contractual, or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

Contractor Name: KJ&J, LLC dba Spherion Staffing, LLC

Authorized Representative Name & Title: Richard Kolleda, License Owner

Authorized Signature: _____

Date: _____



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BYRD ANTI-LOBBYING CERTIFICATE

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

APPLICABLE TO THIS CONTRACT: Yes: No:

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The VENDOR, KJ&J, LLC dba Spherion Staffing, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure.

KJ&J, LLC dba Spherion Staffing, LLC

Vendor

Richard Kolleda, License Owner

Name and Title of Certifying Representative

Signature of Certifying Representative

Date