



REQUEST FOR PROPOSALS

FOR PRINTING SERVICES

**Proposals must be received no later than 3:00 p.m. PST
Thursday, July 16, 2009**

ABSOLUTELY NO EXCEPTIONS

**San Diego Workforce Partnership, Inc.
3910 University Avenue, Suite 400
San Diego, CA 92105
(619) 228-2900**

An Equal Opportunity Employer
Program Auxiliary Aids and Services are Available
For Individuals with Disabilities Upon Request

SAN DIEGO WORKFORCE PARTNERSHIP, INC.

San Diego Workforce Partnership, Inc. (Workforce Partnership) is a 501(c)(3) tax-exempt organization that serves as the region's workforce broker, creating workforce solutions for employers and providing a variety of workforce development services to the region's education and training providers and local residents.

The mission of the Workforce Partnership is to coordinate a comprehensive workforce development system that ensures a skilled, productive workforce to support a healthy economy throughout the San Diego region. The organization establishes and maintains public and private partnerships that provide cost-effective, quality programs that promote self-sufficiency and address employers' needs.

The Workforce Partnership provides a comprehensive system of training, placement, and career planning for job seekers through our network of One-Stop Career Centers throughout the county. Job seekers can utilize the One-Stop Career Centers to find quality jobs, increase their skills, and advance their careers through resource rooms, career counseling, workshops, and other services. Our Business Services team offer an array of business services, such as recruitment assistance, education and training opportunities, retention and motivation strategies, and layoff aversion strategies. Additionally, regional labor market information and economic development resources are available. Businesses turn to the Workforce Partnership for leadership to mobilize public and private organizations to address workforce needs. Our partners and training providers share our desire to work jointly in preparing San Diego's current and future workforce by integrating academic, vocational, and social services with job training.

Workforce Partnership provides a wide array of services to employers and businesses. We work and connect with economic development organizations and government agencies to provide everything from information on tax incentives, labor trends, and salaries to recruitment and referrals of qualified and prescreened candidates, as well as assistance with downsizing or closures. Since the needs of companies in flux can vary, the Workforce Partnership strives to be highly flexible and creative in meeting business needs by offering a variety of services, including:

- Up-to-date labor market information that assess local training needs and labor trends in San Diego's job market, including wage and salary information.
- The Youth Programs Division, which prepares today's youth for tomorrow's business world by linking youth to employers through various programs and initiatives.
- A network of One-Stop Career Centers throughout the County to meet the needs of our region's employers and job seekers.
- Collaboration with economic development organizations and governmental agencies to address the labor needs of expanding and/or relocating companies.
- Assistance to eligible companies applying for tax incentives, tax credits, on-the-job and new-hire training funds.

For additional information, please visit www.SanDiegoAtWork.com

**SAN DIEGO WORKFORCE PARTNERSHIP
PRINTING SERVICES
REQUEST FOR PROPOSALS**

1.0 INTRODUCTION

Through this Request for Proposals (RFP), San Diego Workforce Partnership, Inc. (Workforce Partnership) is soliciting proposals from vendors who are interested in providing cost-effective and quality printing services for the Workforce Partnership's administrative office in City Heights. As such, we are looking for a print vendor, located in the San Diego metro region, to provide printing services timely.

Proposals in response to this RFP must be received by Workforce Partnership no later than 3:00 p.m. Pacific Standard Time (PST) on Thursday, July 16, 2009. Proposals received after that time and date will not be considered.

Workforce Partnership is committed to equal opportunity in its procurement and contracting process.

2.0 GENERAL REQUIREMENTS

The following is an outline of the requirements for printing and copying services to meet the needs of the Workforce Partnership.

2.1 Equipment

State-of-the art equipment to provide quality products and service, from design, typesetting, printing, and sorting, to binding or copying, as follows:

- Type and graphic services, including layout, design and photos
- Business stationery, i.e., letterhead, envelopes, business cards, note pads
- Brochures, flyers, forms
- Color printing/photocopying
- Booklets and manuals
- High volume and specialty copying, i.e., binding, large document copies

2.2 Locations

Sufficient printing sites located throughout the San Diego region to serve effectively and timely the printing needs of the Workforce Partnership's City Heights facilities (Please see section 4.1 for location details). As a substitute to having various printing sites, a vendor may propose a countywide free pick-up and delivery service within a specified and acceptable period of time.

2.2 Service

Timely service response and fast turnaround (not to exceed 24 hours) for rush projects. The selected vendor is expected to have dedicated customer service representatives available to handle orders by e-mail, fax or phone and provide free pick-up and delivery.

3.0 RFP SCHEDULE AND PROPOSAL SUBMITTAL

3.1 RFP Schedule

Starting July 1, 2009, the RFP for Printing Services will be available to be downloaded from the Workforce Partnership's website at www.sandiegowork.com/RFP.

Those downloading are requested to notify the Workforce Partnership at julie@workforce.org so that they may be added to the mailing list and notified of any changes.

Hard copies of the RFP are available at:

San Diego Workforce Partnership, Inc.
3910 University Ave. Suite 400
San Diego, CA 92105
Contact: Julie Benedict 619-228-2900

3.2 Proposal Submittal

For consideration, vendors must submit a comprehensive response to this RFP that meets the minimum requirements included in this RFP and the corresponding attachments. All vendors are required to respond to this RFP exactly as outlined in Section 4.0, in order to evaluate all proposals on an equal and timely basis. Any supporting information shall be clearly identified and included in a section titled, "Documentation." **The written proposals must be received by 3:00 p.m. PST on Thursday, July 16, 2009, or before.** If submitting via commercial carrier (e.g. FedEx, UPS, USPS), submit one (1) original signatory and four (4) copies of the proposal, including all supporting documents, to:

San Diego Workforce Partnership, Inc.
Attention: Julie Benedict
3910 University Avenue, Suite 400
San Diego, CA 92105

Submit one (1) original signatory and four (4) copies of the proposal. Hand-deliver to above address, at the Reception Desk of Suite 400. If submitting via commercial carrier (e.g. FedEx, UPS, USPS), vendor is responsible for assuring that the delivery will occur no later than 3 p.m. at the place identified above.

No proposals received after 3:00 P.M. PDT will be accepted. Electronic proposals will not be accepted. Responses received after the above deadline will be returned unopened.

To verify official receipt, Workforce Partnership staff at the above location will login proposal and provide vendor with a signed receipt.

3.3 Bidder Assistance

Respondents may submit questions in writing to Sibylle Rohling, Communications Project Manager, at sibylle@workforce.org. Respondents should also contact Sibylle Rohling in writing if they find any inconsistencies or ambiguities in the RFP. Answers to questions received before July 9, 2009, will be posted on the website or sent by email to all known recipients no later than the close of business July 10, 2009.

Vendors are informed that no other individuals on staff are to be contacted in this regard. No other sources of responses or clarification are considered valid.

3.4 Ex-Parte Communication

It is the policy of the Workforce Partnership to prohibit ex parte communication with any board member (San Diego Consortium Policy Board, San Diego Workforce Investment Board, School-to-Career Youth Council, San Diego Workforce Partnership Board). Respondents directly contacting board or council members or evaluators risk elimination of their proposals from further consideration.

3.5 Right to Modify/Cancel

The Workforce Partnership reserves the right to cancel all or any part of this RFP at any time without prior notice. The Workforce Partnership also reserves the right to modify the proposal process and timeline as is deemed necessary.

3.6 Vendor Responsibility for Proposal Costs

The vendor shall be fully responsible for all proposal development and submission costs. The Workforce Partnership assumes no contractual or financial obligation as a result of the issuance of this RFP, the preparation and submission of a proposal by a vendor, the evaluation of an accepted proposal or the selection of finalists.

3.7 Proposal Acceptance/Rejection

The Workforce Partnership reserves the right to reject any or all proposals, to accept or reject any or all the items in the proposal and to award the contract in whole or in part as deemed to be in the best interest of Workforce Partnership. The Workforce Partnership reserves the right to negotiate with any vendor if such action is deemed to be in the best interest of the Workforce Partnership.

3.8 Contract Award

The San Diego Workforce Partnership's Board of Directors will make the final selection of the successful vendor on August 5, 2009 at 12 pm at the Workforce Partnership at 3910 University Avenue, Suite 400, San Diego, CA 92105, with contract negotiations and contract signing completed by August 12, 2009. (See Attachment B, Standard Terms and Conditions for Contracts.) These target dates are subject to revision.

3.9 Period of Performance

The period of performance shall be August 12, 2009 through June 30, 2010.

The Workforce Partnership may extend any agreement for up to 2 (two) additional years based on performance, need and funding availability.

4.0 PROPOSAL FORMAT/QUESTIONNAIRE

Vendors are required to respond to the questions and information requested in the order listed in this section so that Workforce Partnership may coordinate all proposals on an equitable and timely basis. All documentation shall be attached to the proposal in a section titled, "Documentation".

4.1 Request for Qualifications

The Workforce Partnership is using a Request for Qualifications (RFQ) to establish a respondent's qualifications to contract with the San Diego Workforce Partnership, Inc., and perform the services that are solicited by the Request for Proposals for Printing Services. A Qualified Agency List (QAL) is compiled of potential bidders whose qualifications meet the minimum eligibility to contract.

The RFQ may be submitted at any time, prior to the proposal submittal *or* at the time of a proposal submittal. The RFQ must be updated annually and filed with the Workforce Partnership.

Detailed information and the necessary forms are available for download from the Workforce Partnership's website www.sandiegomatwork.com/RFQ. If you have difficulty or problems downloading the document please contact Sibylle Rohling at sibylle@workforce.org or (619) 228-2910.

4.2 Vendor Information

- General Information - List the name, address, fax number, phone number, e-mail address, name and title of the vendor's authorized negotiator.
- Contact Information - List the names, positions, and responsibilities of each of your personnel that will be assigned to Workforce Partnership's account. List the address and telephone number of the office that will be serving this account.

- Subcontractor Information (if applicable) - List the names and addresses of any subcontractors that will be utilized on this account. State what services they will provide. Indicate whether the listed subcontractors are certified as MBEs or WBEs, and if so, list the certifying agency.
- References – The proposal must include a list of a minimum of three accounts that are similar in size and scope to Workforce Partnership. The list must include each reference’s name, address, contact person, length of relationship and a description of the services provided.
- Contract Consideration – The Workforce Partnership will negotiate a contract with the successful vendor. The Workforce Partnership’s standard contract terms are included in Attachment B.
- Samples - Submit a folder containing samples of printing projects accomplished for the above-referenced companies, including 2- and 4-color stationery, 4-color glossy brochure, 2-color brochure, presentation folder with die-cut, recycled paper, flyers, business cards and envelopes.
- Local Service Facilities - Describe printing capabilities (i.e. equipment, technology and facilities) and ability to timely serve the needs of the Workforce Partnership’s City Heights offices located at 3910 University Avenue, Suite 400, San Diego, CA 92105.
- Customer Service - Describe how service is customer-focused in order to provide (1) a timely response to routine printing orders, as well as fast turnaround for peak or rush projects and (2) free pick-up and delivery and (3) special / reasonable requests.

4.3 Pricing Information

All proposals must include a completed Attachment A, “Response Form for Pricing Information on Basic Printing Items” to provide pricing information on the listed products or services. Several factors will be considered in the determination of the successful proposal, including: Customer service, quality and responsiveness. The quoted pricing information will be an important factor in the determination of the successful proposal.

5.0 PROPOSAL QUALIFICATIONS AND EVALUATION CRITERIA

5.1 Qualification Requirements

Any qualified company, firm or corporation that is or can be licensed to conduct business in the state of California and that can provide services in accordance with the specifications stated in this RFP is qualified to submit a proposal. We encourage minority-owned businesses to apply.

5.2 **Proposal Evaluation Criteria**

The Workforce Partnership will initially review all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals clearly inconsistent with the RFP requirements will be eliminated from further consideration. Proposals that pass the completeness and compliance review will be evaluated against the criteria outlined as follows:

Competitive Pricing/Cost Information	50 points
Vendor Experience/Qualifications	25 points
Customer Service	<u>25</u> points
Total:	100 points

5.3 **Selection**

The evaluation team will select as the successful bidder the vendor whose proposal is determined to best meet the needs of Workforce Partnership, based on the stated evaluation criteria. The determination of the successful proposal will be based upon information supplied by the vendor in response to this RFP and upon other information that will be obtained by the evaluation team as is deemed necessary. The lowest-cost vendor may not be determined to be the most responsive bidder when all factors of evaluation of the proposal have been considered. However, the quoted pricing information will be an important factor in the determination of the successful proposal. The Workforce Partnership will utilize the selected vendor as the primary source for all of its core printing needs for the previously stated contract time of 1 (one) year with an option for an extension of up to 2 (two) additional years, maximum.

A contract will be awarded by the Workforce Partnership's Board of Directors based upon a recommendation from the proposal evaluation team. The RFP does not commit Workforce Partnership to award a contract.

ATTACHMENT A

Response Form for Pricing Information on Basic Printing Items

Please note: the Workforce Partnership will provide artwork for all printing needs. The cost of set up should be for the first print job and subsequent costs should be less. Bidders should price for items and quantities listed below and then, make additional recommendations if desired. The quantities listed below are conservative estimates and are stated for the purpose of comparing the costs in the bids.

ITEM	INK	PAPER	MISCELLANEOUS	QUANTITY	PRICE/COST
Letterhead	Black/PMS 208 With Workforce Partnership logo at the top and general contact information at the bottom	Classic Crest, Solar White 8.5" x 11", 24#		5,000 yield	
Letterhead	4-color process	Classic Crest, Solar White 8.5" x 11" 24#		4,000 yield	
Envelopes #10	Black/PMS 208	Classic Crest, Solar White, 24#		5,000 yield	
Business Cards	Black/PMS 208 with solid PMS 208 back of card and company mission statement printed in white. Use shells or masters throughout the year	80#		500 yield	

ITEM	INK	PAPER	MISCELLANEOUS	QUANTITY	PRICE/COST
Note Pads	Black /PMS 208 (for SDWP logo only) Personalized with employee's name & title at the top and email, address, phone, fax at the bottom of the sheet (all in black) Pre-press run required	8.5" x 5.5", 20# White 50 sheets		10 pads	
Mailing Labels	Black/PMS 208	Avery 5164		2,400 yield	
Photocopying (please specify single and double sided)			Black & White, and color	Per impression	

ATTACHMENT B

SAN DIEGO WORKFORCE PARTNERSHIP, INC. STANDARD TERMS AND CONDITIONS FOR CONTRACTS

The following are the standard terms and conditions used by the Workforce Partnership in its contracts. These standard terms, or a reasonable facsimile thereof, will be included in the contract between Workforce Partnership and the successful respondent. Please indicate exceptions that your company is taking to these terms and conditions, if any.

CHANGE

Either party may from time to time request changes or amendments to this Agreement. Such changes or amendments that are mutually agreed upon by and between Workforce Partnership and Contractor shall be effective only when incorporated in written amendments to this Agreement.

ASSIGNABILITY

Contractor's services are unique to the needs of Workforce Partnership and therefore Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of Workforce Partnership. However claims of money due or to become due to Contractor from Workforce Partnership under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Contractor shall promptly furnish notice to Workforce Partnership of any such assignment or transfer to a bank, trust company, or other financial institution.

INTEREST OF CONTRACTOR

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement. Any such employment or other duties shall have prior written approval of Workforce Partnership.

NOTICE

Any notice that may or must be given by any party under this Agreement will be delivered (i) personally, (ii) by certified mail, return receipt requested, or (iii) by a nationally recognized overnight courier, addressed to the party to whom it is intended. Any notice given to either party shall be sent to the respective address set forth on the signature page below, or to such other address as that party may designate for service of notice by a notice given in accordance with the provisions of this Section. A notice sent pursuant to the terms of this Section shall be deemed delivered (A) when delivery is attempted, if delivered personally, (B) three (3) business days after the deposit into the United States mail, or (C) the day following deposit with a nationally recognized overnight courier.

INDEPENDENT CONTRACTOR

Contractor is, for all purposes arising out of this Agreement, an independent contractor. Direction given to Contractor shall be to achieve the results only and not necessarily how to achieve the results. It is understood that no taxes or withholding of any kind will be retained by Workforce Partnership since such retention, their payment and ultimate reporting to local, state and federal authorities is Contractor's exclusive responsibility.

CONFIDENTIALITY

Any reports, information, data, etc., given to, prepared or assembled by Contractor under this Agreement which Workforce Partnership requests be kept as confidential shall not be made available by Contractor to any individual or organization without prior approval from Workforce Partnership.

PATENT RIGHTS/INTELLECTUAL PROPERTY

Contractor agrees to comply with U.S.C. 203, Patent Laws for Government Contracts and notify Workforce Partnership of any discovery or invention that arises or is developed in the course of or under this Agreement.

Contractor agrees that all intellectual properties created by Contractor in the course of performance of Contractor's duties under this Agreement, including without limitation, all patentable and copyrightable inventions and recordings, in every format, are each a "work for hire" and are the sole and exclusive property of Workforce Partnership. In the event this Agreement does not qualify as a "work for hire" agreement, in partial consideration for the compensation paid to Contractor pursuant to this Agreement, Contractor hereby irrevocably assigns to Workforce Partnership, in perpetuity, all of Contractor's right title and interest in and to all copyrights, patents, know-how and other forms of intellectual property created by Contractor in the course of performance of Contractor's duties under this Agreement. Contractor agrees to execute any forms of assignment or transfer reasonably requested by Workforce Partnership during or following the term of this Agreement in order to evidence the foregoing agreement of the parties.

INDEMNIFICATION

Performance of this Agreement and all work or obligations covered by and arising out of this Agreement shall be at the risk of Contractor exclusively. To the fullest extent permitted by law, Contractor shall, with respect to all work or obligations covered by or arising out of the this Agreement, or the performance thereof, indemnify, hold harmless and defend Workforce Partnership and each of its officers, partners, joint venturers, representatives and/or employees from and against any and all allegations, losses, claims, actions, demands, damages, liabilities, or expenses (including costs, expenses and attorneys' fees), arising directly or indirectly from this Agreement, or the performance thereof, except to the extent that the matter in question has been caused by Workforce Partnership's sole negligence or sole willful misconduct.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor shall comply with Workforce Partnership's Equal Opportunity Program for all work to be performed by Contractor for Workforce Partnership.
2. Contractor and each subcontractor, if any, shall fully comply with and shall submit a Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted.
3. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry or age.
4. Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this Agreement and debarment from participating on Workforce Partnership contracts for a period of not less than one (1) year.

EXAMINATION OF RECORDS

Contractor agrees that Workforce Partnership, applicable California state agencies, United States Department of Labor, and Comptroller General of the United States, or any of their duly authorized representatives, shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions related to this Agreement.

TERMINATION FOR DEFAULT

(a) Workforce Partnership may, subject to the provisions of section (c) below, by written notice of default to the bidder, terminate this Agreement in whole or in part in any one of the following circumstances:

(1) If Contractor fails to make delivery of the supplies or to perform the services within the time specified in the Agreement, or any extension thereof, or;

(2) If Contractor fails to perform any of the other provisions of the Agreement or fails to make progress as to endanger performance of the Agreement in accordance with its terms and in either of these two (2) circumstances does not cure such failure within a period of ten (10) days after receipt of written notice from Workforce Partnership specifying such failure.

(b) In the event Workforce Partnership terminates this Agreement in whole or in part as provided in paragraph (a) of this clause, Workforce Partnership may procure, upon such terms and in such manner as Workforce Partnership may deem appropriate, supplies or services similar to those so terminated, and Contractor shall be liable to Workforce Partnership for any excess costs for such similar supplies or services. If the Agreement is terminated in part, Contractor shall continue performance to the extent not terminated.

(c) Contractors shall not be liable for any excess costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the bidder.

(d) If, after notice of termination of the Agreement under the provisions of this Section, it is determined for any reason that the bidder was not in default under the provisions of this Section or that the default was excusable under the provisions of this Section, the rights and obligations of Contractor shall be the same as if notice of termination for convenience had been issued pursuant to such Section.

TERMINATION FOR CONVENIENCE

Workforce Partnership, by written notice, may terminate the Agreement, in whole or in part, when it is in the best interests of Workforce Partnership. If the Agreement is for supplies and is so terminated, Contractor shall be compensated in accordance with its auditable costs to point of notification of termination. To the extent that the Agreement is for services and is so terminated, Workforce Partnership shall be liable only for payment in accordance with the payment provisions of the Agreement for the actual services rendered to the effective date of termination.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available by Workforce Partnership or the DOL to support continuation of this Agreement and performance by Workforce Partnership, the Agreement shall be cancelled as of the effective date set forth in the notice and Contractor shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not yet recovered under the Agreement.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations, and shall obtain all permits that are applicable to this Agreement.

ATTORNEYS' FEES AND COSTS

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

ENTIRE AGREEMENT

This Agreement represents the sole and entire agreement between Workforce Partnership and Contractor and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both Workforce Partnership and Contractor.

PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

AGREEMENT GOVERNED BY LAW OF STATE OF CALIFORNIA

This Agreement and its performance and all suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

DRUG-FREE WORKPLACE

Contractor shall certify to Workforce Partnership that it will provide a drug-free workplace and do each of the following:

1. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I - V of Section 202 of the Controlled Substances Act (22 U.S.C., § 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition. This statement will be posted in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.
2. Establish a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. Contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.

DEBARMENT

In contracting with Workforce Partnership, Contractor certifies, to the best of its knowledge, that its and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency.

CERTIFICATION REGARDING LOBBYING

In contracting with Workforce Partnership, Contractor will complete a Certification Regarding Lobbying as part of the contracting process. The certification assures that the funds received will not be used to lobby in connection with the contract entered into with Workforce Partnership. This same certificate is required to be included in any subaward or subcontract utilizing the contract funds.

CONFIDENTIALITY OF INDIVIDUAL RECORDS

The Federal Privacy Act of 1974 and related state law and regulation require the proper disclosure of individually identifiable information and/or records. Contractor must take special precautions to protect confidential information from loss, authorized use, access, disclosure, modification and destruction.