



## Capital Workforce Partners Request for Statement of Qualifications

### I. Purpose of this Solicitation

Capital Workforce Partners (CWP) is the North Central Region of Connecticut's premier workforce development organization, with a statewide reach in helping businesses find, retain, and grow the most qualified talent.

CWP is seeking quotes from qualified firms to deliver the communications and outreach services and activities detailed in section V of this solicitation. The goal of these services is to increase awareness of the public workforce system services among marginalized populations, both regionally and statewide, through strategic planning, key message development, and support for specific projects and overall activities. The target audience includes individuals with disabilities, former offenders, limited English speakers, unemployed workers affected by Covid 19, and young adults under age 24 who are out of school and out of work.

The selected firm will have strong strategic communications, media relations, public relations, government relations, creative, and marketing skills with demonstrated experience and a track record of success.

Successful applicants will have experience in:

- A. Assisting local governments/nonprofits with functions of communication, community relations, crisis management, citizen relations, and media relations; and
- B. Assisting the local governments/nonprofits with creating public interest in governmental functions, meetings & events.

For more information about Capital Workforce Partners, please visit [www.capitalworkforce.org](http://www.capitalworkforce.org).

### II. Solicitation Timeline

RSQ Issued	January 5, 2022
Deadline for Written Questions	January 14, 2022
Deadline for Publication of Questions & Answers	January 19, 2022
Submission Deadline	January 31, 2022
Notification of Award	February 15, 2022
Contract Negotiation	February 16 - 21, 2022
Contract Execution	February 28, 2022

See Appendix A for standard contract terms.

Please note – questions regarding this solicitation must be submitted in writing to [sgomes@capitalworkforce.org](mailto:sgomes@capitalworkforce.org). Responses will be posted on our website no later than January 19, 2022. Questions will not be answered individually.

### **III. Contract Funding**

The contract awarded to the firm selected through this RSQ will be funded by a federal National Dislocated Worker Grant in support of the Connecticut Statewide Accessible Workforce Services Access (CT SAWS) initiative. The anticipated contract value is up to \$50,000.

CWP's standard contract terms are included at Appendix A. Applicants are strongly encouraged to review the terms before responding to this RSQ. The standard contract terms will not be modified.

### **IV. Background**

Capital Workforce Partners (CWP) is a private, non-profit corporation. Under the mandate of federal legislation, the Workforce Innovation and Opportunity Act of 2014 (WIOA), the Governor of Connecticut, along with the Local Elected Officials (LEOs) for the North Central Region, has designated CWP as the regional workforce development board and administrator for the North Central Region encompassing 37 central Connecticut (CT) municipalities. CWP administers WIOA programs in the North Central Region in compliance with WIOA Section 107 and 20 CFR Parts 679 through 681.

CWP's mission is to leverage public and private resources to produce skilled workers for a competitive regional economy. CWP strives to implement and coordinate an effective Workforce Development System that creates economic and employment partnerships among service providers, job seekers and employers in a way that enhances the economic vitality of all.

CWP is governed by a Board of Directors and Local Elected Officials (LEOs) for the North Central Region, working through the Local Elected Official Consortium, consisting of 37 chief elected officials in the North Central Region. A majority of the CWP Board of Directors' members represent private sector businesses.

The North Central Region includes the following 37 towns and cities:

Andover	East Granby	Granby	Plymouth	Suffield
Avon	East Hartford	Hartford	Rocky Hill	Tolland
Berlin	East Windsor	Hebron	Simsbury	Vernon
Bloomfield	Ellington	Manchester	Somers	West Hartford
Bolton	Enfield	Marlborough	South Windsor	Wethersfield
Bristol	Farmington	New Britain	Southington	Windsor
Burlington	Glastonbury	Newington	Stafford	Windsor Locks
Canton	Plainville			

As a regional Workforce Development Board, CWP coordinates comprehensive programs through private and public partner organizations to assist job seekers and employers in achieving their goals. These programs and initiatives are critical in developing a skilled, educated and vital workforce in

Connecticut. The CWP vision for the North Central Region's public workforce system is to positively impact economic development by increasing the competitiveness of the workforce.

## **V. Activities and Deliverables**

CWP will contract with the selected firm to:

- A. Advise in the development of communications strategy and talking points on appropriate projects or issues.
- B. Develop news releases for CWP's approval and distribution.
- C. Provide communications and media training to CWP's personnel when needed.
- D. Develop a media response protocol.
- E. Assist, plan, support, and/or conduct:
  - News conferences or informal briefings; and
  - Community advisory meetings.
- F. Work with the CWP to prepare strategic messaging supporting specific projects.
- G. Create, maintain, and grow regional public workforce development system media presence; seek and place feature stories across news and media outlets that portray workforce development in a favorable light and further its strategic, communications and business goals.
  - a. News media relations to include, spokesperson services and speech writing.
  - b. Maintain contact with news and media outlets, reporters, and editors of importance to CWP.
  - c. Draft and distribute press releases and advisories.
- H. Draft and distribute commentary and op-ed pieces, as appropriate.
- I. Develop content for a variety of printed and digital materials, including but not limited to:
  - a. newsletters/e-newsletters (monthly/bi-monthly)
  - b. presentation slide decks
  - c. videos
  - d. webinars on special series
  - e. reports
  - f. policy papers
  - g. one-pagers
  - h. fact sheets
- J. Increase community participation and in-person engagement in various workforce development and employment training programs
- K. Provide capacity building to CWP communications, building a database of media contacts and toolkit(s) to support present and future communications infrastructure.

## **VI. Narrative Specifications**

The application must include answers to all of the specification questions in the order presented below. Please provide complete responses to each question.

1. Is your company currently an approved State of Connecticut contractor/vendor? If so, you must agree to adhere to the State contract pricing structure if selected by CWP. Please provide the State contract number(s).
2. Describe your company, including the length of time you have been in business, your organizational structure and size, your core competencies, and your company vision, mission, and values. Include the number of full-time equivalents employed by your firm, and the number of independent contractors engaged by your firm.
3. Identify your leadership team and describe the qualifications of each member.
4. Provide an organizational chart and identify the positions with responsibility for any of the activities listed in Section V. Briefly summarize the qualifications of each individual identified.
5. Identify the individual who will be the main contact with CWP and describe their relevant experience and qualifications. A copy of their resume must be attached to your submission.
6. Describe how you will work with CWP to develop a communications strategy. Provide a workplan detailing goals, objectives, activities, planned results, and timelines. What metrics do you propose to measure success?
7. List the media outlets you propose to target on behalf of CWP.
8. Outline the media training you will deliver to CWP personnel. Include the number of sessions, and hours per session.
9. Describe your experience with providing communications and outreach services to non-profit organizations that serve the target audience of marginalized communities.
10. Describe a successful social media campaign that you developed for a non-profit client. Include the metrics that demonstrate success.
11. Provide three examples of press releases that generated media coverage for a non-profit client. Attach copies of the original press release and the related articles or stories that were published or aired.

12. Complete Attachment C to provide contact information for three references, including organization name, contact person name and title, telephone number and email address.

## **VII. Cost Structure**

Provide the hourly rate for each position listed in Section VI., question 4.

## **VIII. Application Assembly and Delivery Instructions**

Applications must be submitted in both Word and PDF format using standard 8 ½ x 11 inch page size, with 1-inch margins, page numbers and a minimum of 12-point font. The narrative is not to exceed ten (10) pages, not including attachments and work samples.

The submission must include:

1. Attachment A: Signed and dated Cover Page
2. Attachment B: Signed and dated Assurances Page
3. Attachment C: Reference List
4. Narrative response to items 1 – 10
5. Cost Structure
6. Resumes of all individuals to perform the work
7. Examples of previous work as described in the narrative
8. Additional examples of previous work (optional)
9. Testimonials (optional)

Please use affirmative language (will, shall) in the narrative.

CWP will NOT pay for any expenses incurred prior to the execution of a contract or formal Letter of Award. Applications may be withdrawn by written notice. Withdrawals will be accepted at any time up to execution of a contract.

Applications must be submitted via email to Summer Gomes, Communications Coordinator, at [sgomes@capitalworkforce.org](mailto:sgomes@capitalworkforce.org). **Applications must be received by January 31, 2022.**

## **Evaluation Criteria**

Applications will be rated according to the following criteria:

	<u>Point Value</u>
Previous/Relevant Experience	20
Qualifications of Leadership and Assigned Staff	20
Plan for Developing Communication Strategy	20
References	20
<u>Cost</u>	<u>20</u>
<b>TOTAL</b>	<b>100 points</b>

## **IX. General Conditions, Terms & Solicitation Provisions**

The release of this RSQ does not constitute an acceptance of any offer, nor does such release in any way obligate CWP to execute a contract with any respondent. CWP reserves the right to accept any offers on the basis of the general conditions set forth in this RSQ, and to evaluate all accepted applications on the criteria in this RSQ. Before preparing applications, respondents should note that:

- a. CWP will not pay for any expenses incurred prior to the execution of a contract and will not be liable for any cost incurred in the preparation of applications or negotiation of contracts, including the costs of printing, copying, travel or staff compensation.
- b. All applications in their entirety will become the property of CWP upon submission.
- c. Applications may be withdrawn by written notice. Withdrawals will be accepted any time up to execution of a contract.
- d. The award of a contract for any proposed service is contingent upon:
  - Favorable evaluation of the application in relation to other applications;
  - Approval of the application by CWP; and
  - Successful negotiation of any changes required by CWP.
- e. CWP reserves the right to negotiate the final terms of all contracts with successful respondents. Items that may be negotiated include, but are not limited to: type and scope of services, costs and prices, program schedules, target groups, and service levels.
- f. CWP also reserves the right to accept any application as submitted for contract award without substantive negotiation of offered terms, services or costs. Therefore, respondents are advised to propose their most favorable terms initially.
- g. CWP is responsible for final review and evaluation of applications and selection of service providers, and reserves the right not to fund any or all applications. Applications must be complete and must follow the format outlined in this RSQ.
- h. By submission of the application, the respondent certifies that in connection with this application:
  - The costs in the application have been arrived at independently without consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such costs with any other respondent or with any competition;
  - Unless otherwise required by law, the costs which have been quoted in the application have not been knowingly disclosed by the respondent, and will not be disclosed by the respondent, prior to award directly or indirectly to any other respondent or to any competition;
  - No attempt has been made by the respondent to induce any other person or firm to submit or not submit an application for the purpose of restricting competition; and
  - The respondent shall agree that no employee, member/partner, either paid or unpaid which shall also include immediate family members of the aforementioned, shall engage in any CWP activity relating to the participation, selection, award or administration of contracts supported by Federal/State/City/Private funds.
- i. Person[s] signing the application certifies that person[s] in the applicant's organization who is legally responsible within that organization for the decision to offer the proposal has not participated, and will not participate, in any action contrary to Section h above.
- j. Applications will be received and maintained consistent with applicable Connecticut open records laws. Due regard will be given to the protection of proprietary information contained in all applications received. However, respondents should be aware that all materials associated with this procurement are subject to the terms of the Freedom of

Information Act, the Privacy Act and all rules, regulations and interpretations resulting there from.

- k. Any respondent awarded funds to provide services will be required to operate a program of professional quality, maintain proper administrative and fiscal controls, and submit timely reports as required. Contractors must ensure that programs are administered with safeguards against fraud and abuse. Contractor will not discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, genetic information, marital status, ancestry, sexual orientation, or political affiliation or belief.
- l. Any contract awarded through this procurement will include terms and conditions required to ensure compliance with the Workforce Innovation and Opportunities Act (WIOA) and regulations and 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Applicants who cannot agree to CWP's contract terms will not be awarded a contract and are advised not to submit an application. The standard contract language is provided for informational purposes only on CWP's website.
- m. Applicants must consider CWP and CT DOL's Conflict of Interest policy and disclose any conflict of interest or the appearance thereof by completing the disclosure section of the Application Cover Sheet. The conflict of interest policy states *"No member of any Board shall cast a vote on the provision of services by that member or organization which that member directly represents, or vote on any matter, which would provide direct financial benefit to that member. There will be no vendor representation on Board committees that make funding recommendations. Board members who have vendor affiliations must disqualify themselves from any Board funding discussions and/or votes. This includes direct and indirect affiliation."* Additionally, Committee and Board members who are vendors are excluded from the development of the solicitation statement of work and the development of the evaluation and selection criteria.
- n. Respondents are encouraged to read this entire RSQ before preparing and submitting an application. Applications that do not follow the general format, do not include all the minimum requirements specified including the required documentation and certifications in this RSQ, and/or are not submitted by the due date and time will not be considered for funding.

Information Act, the Privacy Act and all rules, regulations and interpretations resulting there from.

- k. Any respondent awarded funds to provide services will be required to operate a program of professional quality, maintain proper administrative and fiscal controls, and submit timely reports as required. Contractors must ensure that programs are administered with safeguards against fraud and abuse. Contractor will not discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, genetic information, marital status, ancestry, sexual orientation, or political affiliation or belief.
- l. Any contract awarded through this procurement will include terms and conditions required to ensure compliance with the Workforce Innovation and Opportunities Act (WIOA) and regulations and 2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Applicants who cannot agree to CWP's contract terms will not be awarded a contract and are advised not to submit an application. The standard contract language is provided for informational purposes only on CWP's website.
- m. Applicants must consider CWP and CT DOL's Conflict of Interest policy and disclose any conflict of interest or the appearance thereof by completing the disclosure section of the Application Cover Sheet. The conflict of interest policy states *"No member of any Board shall cast a vote on the provision of services by that member or organization which that member directly represents, or vote on any matter, which would provide direct financial benefit to that member. There will be no vendor representation on Board committees that make funding recommendations. Board members who have vendor affiliations must disqualify themselves from any Board funding discussions and/or votes. This includes direct and indirect affiliation."* Additionally, Committee and Board members who are vendors are excluded from the development of the solicitation statement of work and the development of the evaluation and selection criteria.
- n. Respondents are encouraged to read this entire RSQ before preparing and submitting an application. Applications that do not follow the general format, do not include all the minimum requirements specified including the required documentation and certifications in this RSQ, and/or are not submitted by the due date and time will not be considered for funding.



ATTACHMENT A  
Capital Workforce Partners  
Request for Statement of Qualifications: Outreach and Communications  
Due Date: January 31, 2022

APPLICATION COVER SHEET

Name of Organization:

Mailing Address:

CT Business ID #

CT Tax Registration #

FEIN #

Contact Person Name & Title:

Telephone:

email:

Organizational Status

Public Non-Profit

Private Non-Profit

Private For-Profit

Government

Other: (specify)

Years in Operation:

State Contractor:    No    Yes    State Contract Number(s):

Disclosure of Financial or Other Relationship with the CWP Board Members or Staff

Please Identify Names and Title Below (add an additional sheet if necessary). Check here if none:

Name(s) & Title(s) of individual(s) with relationship with CWP Board/Staff Member:

Certification

To the best of my knowledge and belief, all information in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant will comply with the attached assurances if a contract is awarded.

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Signature of Authorized Representative

Date

Name and Title of Authorized Representative:

Telephone number:

email:

## Attachment B – Request for Statement of Qualifications

### Assurances

I recognize that I must give assurance for each item below. If I cannot, this proposal will be automatically rejected. The assurances are:

1. As the owner of this company, or by authorization by my Board of Directors, Trustees, or other legally qualified officer, I certify that I am authorized to submit this application.
2. We are not currently on any Federal, State of Connecticut, or local Debarment List.
3. We have not had a contract terminated for cause by any State of Connecticut government entity.
4. We will provide records to show that we are fiscally solvent, if needed.
5. We will meet all applicable Federal, State, and local compliance requirements. These include, but are not limited to:
  - a. Complying with all applicable labor laws and health and safety regulations.
  - b. Maintaining a Drug Free Workplace.
  - c. Enforcing zero tolerance for violence in the workplace.
  - d. Complying with Federal and State non-discrimination provisions.
  - e. Meeting requirements of Section 504 of the Rehabilitation Act of 1973.
  - f. Meeting requirements of the Americans with Disabilities Act of 1990.
6. I certify that the prices in this application have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
7. I certify that I have read and understand all of the information in this Request for Statement of Qualifications.

Certification by Authorized Representative

I hereby assure that all of the above are true.

Name

Title

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Signature

Date

## Attachment C: Reference List

### 1. Name of Organization:

Type of Organization: ☐ Private non-profit ☐ Private for-profit company ☐ Public/Government Agency

Web address:

Contact person name:

Telephone number:

Email Address:

### 2. Name of Organization:

Type of Organization: ☐ Private non-profit ☐ Private for-profit company ☐ Public/Government Agency

Web address:

Contact person name:

Telephone number:

Email Address:

### 3. Name of Organization:

Type of Organization: ☐ Private non-profit ☐ Private for-profit company ☐ Public/Government Agency

Web address:

Contact person name:

Telephone number:

Email Address:

Purchase of Services Agreement

DATE:

PARTIES:

(Contractor)

Capital Workforce Partners, Inc., a Connecticut Non-stock Corporation (Company)

**SECTION 1. RETENTION OF CONTRACTOR**

1.1 Effective \_\_\_\_\_ (Effective Date), the Company shall contract with the Contractor pursuant to the terms of this Agreement, and the Contractor hereby accepts such contractual relationship, upon the terms and conditions set forth in this Agreement.

1.2 Services. The Contractor agrees to provide the services and products described in the Scope of Work in Exhibit A of this Agreement.

**SECTION 2. COMPENSATION**

2.1 Fee and Expense Reimbursement.

The Company shall pay the Contractor up to \_\_\_\_\_ in accordance with the Financial and Billing Requirements set forth in Exhibit B of this Agreement, and the Payment Schedule set forth in Exhibit C of this Agreement.

2.3 Reports. The Contractor shall submit, on a monthly basis, accurate and complete records of the services performed, along with such other documentation, reports and other evidence of the services performed as is reasonably requested by the Company.

**SECTION 3. TERM**

3.1 Term. Subject to section 3.2 below, the initial term of this Agreement shall commence on the Effective Date and continue in effect through \_\_\_\_\_ (Termination Date).

3.2 Early Termination. The Company reserves the right to terminate this Agreement, with or without cause, at any time upon written notice. In the event the Company terminates this Agreement, the Contractor shall submit payment invoices, and any appropriate documentation, for all services performed and time expended through the date of termination. Termination of the consulting relationship shall not affect the provisions of Section 5, which provisions shall survive any termination in accordance with their terms.

**SECTION 4. SERVICE DELIVERY PROVISIONS**

4.1 Compliance with policies and procedures. Contractor shall adhere to all applicable policies and procedures promulgated by CWP, the State of Connecticut and the federal government relating to Contractor's duties and responsibilities pursuant to the terms and conditions of this Contract. CWP policies and procedures are published in the Policy Manual on its website at <https://capitalworkforce.org/policies>.

4.2 Performance measures. Contractor is obligated to satisfy all performance measures of the Contract delineated in the Scope of Work attached hereto as Exhibit A.

4.3 Zero tolerance for drugs and violence in the workplace. (a) Contractor will provide a drug-free workplace by notifying employees, Subcontractors and program participants that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, as defined by state or federal law, is strictly prohibited. (b) Contractor agrees to maintain a zero tolerance standard for workplace violence, and shall provide a reasonably safe and healthy working environment, free from intimidation, harassment, threats and/or violent acts, and specifically prohibiting any program participants, employees or subcontractors from possessing any weapons or dangerous instruments on any premises where program activities will occur. (c) Contractor shall enforce the above provisions, and shall notify CWP immediately of any violations thereof. (d) CWP, in its sole discretion, may require the termination of any individual, whether a program participant, employee or Subcontractor, who violates any rules and procedures concerning drugs and violence in the workplace.

4.4 Health and safety: Contractor shall maintain a safe environment, employing adequate safeguards to ensure the working conditions of participants comply with the Occupational Safety and Health Act of 1970, as amended and all applicable State statutes and regulations pertaining thereto.

## **STANDARD PURCHASE OF SERVICES AGREEMENT PROVISIONS**

### **SECTION 5 NATURE OF RELATIONSHIP; INSURANCE, TAXES AND EXPENSES**

5.1 Independent Contractor. It is agreed the Contractor shall be an independent contractor and shall not be the employee, servant, agent, partner, or joint venturer of the Company, or any of its officers, directors, or employees. The Contractor shall not have the right to or be entitled to any of the employee benefits of the Company. The Contractor has no authority to assume or create any obligation or liability, express or implied, on the Company's behalf or in its name or to bind the Company in any manner whatsoever.

5.2 Insurance. Contractor, and any subcontractors engaged to perform services under this contract, shall maintain the following insurance coverage throughout the Term. All such insurance shall be of the "coverage" type and issued by insurers authorized to do business in the State of Connecticut, shall name Capital Workforce Partners, Inc. (CWP) as an additional insured on the General Liability and Commercial Automobile Liability policies and not on the Worker's Compensation policy, shall contain appropriate endorsements for all such policies denying Contractor, its Sub-recipients and its insurers the right of subrogation against CWP, and shall contain a provision whereby each insurer agrees not to cancel such insurance without thirty (30) days prior written notice to CWP. Contractor shall furnish CWP with a certificate evidencing the aforesaid insurance coverage and endorsements, and renewal certificates shall be furnished to CWP at least thirty (30) days prior to the expiration date of such insurance.

The following insurance policies and policy limits are required:

(i) Statutory Workers' Compensation coverage with minimum limits for Employers Liability as follows:

Bodily injury by Accident \$500,000 each accident  
Bodily injury by Disease \$500,000 policy limit  
Bodily injury by Disease \$500,000 each employee

(ii) Commercial General Liability coverage with the following limits:

\$1,000,000 Each Occurrence;  
\$1,000,000 Person and Advertising Injury Limit  
\$1,000,000 General Aggregate Limit;  
\$1,000,000 Products - Completed Operations Aggregate Limit

(iii) Commercial Automobile Liability coverage including Hired and Non-Owned Auto coverage with a Combined Single Limit of \$1,000,000

Contractor shall carry and continuously maintain a Fidelity Bond or Employee Dishonesty Insurance that provides coverage for itself and any subcontractors who render services connected with the performance of this Contract. The bond/policy shall include coverage for any "dishonest act" of Contractor's or subcontractor's Employees including but not limited to larceny, theft, embezzlement, transfer of funds (electronic or otherwise) forgery, misappropriation, wrongful abstraction, or willful misapplication, whether Contractor's Employees acted alone or in collusion with others. Such insurance must cover (i) property of Contractor and (ii) property of others, including the State of Connecticut, CWP and all funds provided by CWP to the Contractor pursuant to this Contract, which property Contractor or any subcontractor holds in its care, custody and control.

The bond/policy limit shall be equal to the 20% of the Contract Amount of this Contract and shall include an endorsement designating CWP as an Additional Insured. In addition, the coverage shall contain no requirement for arrest and convictions, and shall provide notice to CWP of any cancellation or reduction in coverage.

Insurance Requirements for IT/Data Contractor Services:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the CWP requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CWP.

5.3 The Contractor agrees to be responsible for the Contractor's own tax obligations accruing as a result of payments for services rendered under this Agreement, as well as for the tax withholding obligations with respect to the Contractor's employees, if any. It is expressly understood and agreed by the Contractor that should the Company for any reason incur tax liability or charges whatsoever as a result of not making any withholdings from payments for services under this Agreement, the Contractor will reimburse and indemnify the Company for the same.

## **SECTION 6 NON-DISCLOSURE OF INFORMATION**

The Contractor acknowledges the Company's private, unique and proprietary processes as they may exist from time to time, and information concerning services, developments, plans, equipment, ideas, computer programs, progress reports, materials, costs, specifications, processes, methods, research, procurement and employment activities and procedures, promotion techniques, and credit and financial data concerning the Company, its clients and those service providers and One Stop operators with which it conducts business, as well as information relating to the management, operation, or planning of the Company, its clients or those service providers and One Stop operators mentioned above (Proprietary Information) are valuable, special, and unique assets of the Company, its clients and service providers. While the Contractor may require access to and knowledge of this Proprietary Information, in light of the sensitive business and political environment in which the Company is engaged, the Contractor agrees all Proprietary Information it obtains as a result of its relationship with the Company shall be considered confidential. In recognition thereof, the Contractor agrees it will not, during the term of this Agreement and thereafter, disclose any Proprietary Information to any person or entity without first obtaining the written consent of the Company or unless it is required by law, lawful process or court order. The Contractor will likewise not make use of any Proprietary Information for the Contractor's own purposes or for the benefit of any other person or entity (except the Company) under any circumstances without the express written consent of the Company.

The Contractor agrees to use confidential information and materials only for the purpose of its relationship of its relationship with the Company as stated herein and for no other purposes. At the conclusion of the relationship between the Contractor and the Company, the Contractor shall return any confidential information or materials to the Company, or at the Company's option, the Contractor shall destroy such confidential information and material and send the Company written certification of such destruction. In the event the Contractor becomes legally compelled to disclose any of the confidential information or material, the Contractor shall provide the Company with prompt written notice of such requirements so that the Company may seek a protective order or other appropriate remedy or waive the compliance with the terms of this Agreement.

The Contractor agrees to comply with the Company's policy and procedures for the protection of Personally Identifiable Information, which policy is attached at Exhibit D of this Agreement.

## **SECTION 7 INTERPRETATION**

It is expressly understood and agreed that although the Contractor and the Company consider the restrictions contained in Section 5 of this Agreement reasonable for the purpose of preserving the goodwill, proprietary rights, and going concern value of the Company, if a final judicial determination is made by a court having jurisdiction that the time limitation or any other restriction contained in Section 5 is an unenforceable restriction on the activities of the Contractor, the provisions of such restriction shall not be rendered void but shall be deemed amended to apply to such extent as such court may judicially determine or indicate to be reasonable. Alternatively, if the court referred to above finds that

any restriction contained in Section 5 is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other terms contained in this Agreement. The provisions of Section 5 shall in no respect limit or otherwise affect the obligations of the Contractor which may be contained in other agreements with the Company.

## **SECTION 8 CONFLICT OF INTEREST**

8.1 During the term of this Agreement, neither the Contractor nor any of its employees, agents or others acting on its behalf will directly or indirectly engage in any activities which would or may appear to violate any of the provisions contained in the Company's Conflict of Interest Policy applicable to employees or directors of the Company, which policy is attached hereto as Exhibit E.

8.2 During the term of this Agreement, neither the Contractor nor any of its employees, agents or others acting on its behalf will directly or indirectly induce employees of the Company to engage in any activities prohibited pursuant to the terms of this Agreement, including but not limited to violating any terms of the Company's Conflict of Interest Policy, nor will they induce any employees of the Company to terminate their employment.

## **SECTION 9 CESSATION OF FUNDING AND OTHER LIMITATIONS**

9.1 The Contractor acknowledges and agrees the Company is the recipient of and dependent upon governmental funding for its primary financial support. In the event such funding is terminated or severely restricted, the Company may terminate this Agreement for lack of the financial resources necessary for it to perform pursuant to the terms of this Agreement.

9.2 The Contractor acknowledges all of the agreements herein and any which may be entered into subsequent hereto pertaining to compensation, expense reimbursement and the like are subject to state and federal laws and regulations, including but not limited to those pertaining to grant funding, State and Workforce Innovation and Opportunities Act funds received by the Company, any or all of which may limit the consulting fees and expense reimbursements otherwise payable to the Contractor.

## **SECTION 10 REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

The Contractor represents and warrants to the Company that there is no employment or consulting Agreement or any other contractual obligation to which the Contractor is subject that prevents the Contractor from entering into this Agreement or from performing fully the Contractor's duties pursuant to this Agreement.

## **SECTION 11 INDEMNIFICATION**

The Contractor hereby agrees to forever defend, indemnify and hold harmless the Company as well as their respective directors, officers, agents and employees against any and all claims, debts, losses, liabilities, demands, obligations, costs, expenses, fines, penalties, actions and causes of action, judgment for damages, alleged claims or litigation based upon or arising out of, resulting from or in connection with damage or injury to persons or property caused or sustained in connection with the negligence or omission of the Contractor and its respective agents or employees, if any, or on account of the services rendered pursuant to this Agreement, any breach of this Agreement, misconduct, error, omission, or other unauthorized act of the Contractor, its respective employees, agents, owners or subcontractors in connection with this Agreement and the services to be provided.



## **SECTION 12 MISCELLANEOUS PROVISIONS**

12.1 Assignment. This Agreement is non-assignable other than to a successor in interest of the Company.

12.2 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

12.3 Notice. Any notice or other communication required or permitted to be given shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following addresses:

Contractor:

c/o

Company:

Capital Workforce Partners

c/o

One Union Place

Hartford, CT 06103

12.4 Litigation Expense. In the event of a default occurring under this Agreement, the defaulting party shall reimburse the nondefaulting party for all costs and expenses reasonably incurred by the nondefaulting party in connection with such default, including without limitation reasonable attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party shall be reimbursed for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees.

12.5 Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12.6 Applicable Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Connecticut.

12.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties, and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

12.8 Force Majeure. In any case where either party hereto is required to do an act, or where the legal relations between the parties hereto depend upon the passage of a period of time, the time of performance thereof or such period of time shall be extended by a period equal to any delay caused by or resulting from an act of God, war, civil commotion, fire or other casualty, and other causes beyond such party's reasonable control with such time being designated by a fixed date, a fixed time or a reasonable time.

12.9 Specific Requirements. Contractor agrees to abide by all provisions of the Specific Requirements detailed at Exhibit G, as applicable.

**SECTION 13 STATE EXECUTIVE ORDERS**

The Contractor agrees to abide by all provisions of the Executive Orders listed in Exhibit F attached hereto, as applicable.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the day and year written below.

Capital Workforce Partners

By: Alex B. Johnson  
*Printed Name*

Its President and CEO  
Duly Authorized

By: \_\_\_\_\_  
*Printed Name*

Its \_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Signature

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date Signed: \_\_\_\_\_

## EXHIBIT D

### POLICY:

PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII)

## CWP Policy and Procedure Manual

<b>Program:</b> CWP General Policy and Procedures	<b>Section:</b> 2-20 page 2
<b>Subject:</b> Protecting Personally Identifiable Information (PII)	<b>Effective Date:</b> 7/1/14

### Safeguarding of Personally Identifiable Information and Individual Data in Electronic Data Systems

This is an overview of the requirements governing the safeguarding of individual data stored in electronic data systems to which the employees of CWP, its subrecipients, and contractors have access. These systems store data pertaining to program participants and clients receiving services from CWP programs, through its agents, subcontractors and related entities.

#### General

Information concerning program participants and clients is considered confidential and may not be released or used for any purpose other than one directly connected with the administration of the program. An example of a permissible release is a referral to a service provider with information concerning the participant relevant to performing the service, such as the provision of test scores to an adult education program provider. Information may also be released when the participant authorizes disclosure.

#### Personally Identifiable Information (PII)

Information contained in the electronic systems to which the employees of CWP, its subrecipients, and contractors have access may contain Personally Identifiable Information (PII). PII is defined by the federal Office of Management and Budget (OMB) as information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. USDOL has identified two types of PII – Protected and Non-Sensitive. The differences between protected PII and non-sensitive PII are primarily based on analysis regarding the “risk of harm” that could result from the release of the PII.

- **Protected PII:** Information that if disclosed could result in harm to the individual whose name or identity is linked to that information. Examples: social security numbers, credit card and bank account numbers, home telephone numbers, ages, birthdates, marital status, spouse names, educational history, biometrics (fingerprints, voice prints, iris scans, etc.), medical history, financial information, computer password, etc.
- **Non-Sensitive PII:** Information that if disclosed, by itself, could not reasonably be expected to result in personal harm as it is not linked or closely associated with any protected or unprotected PII. Examples: first and last names, e-mail addresses, business addresses and telephone numbers, general education credentials, gender, race, etc. However, depending on the circumstances, a combination of such items may combine could potentially be categorized as protected or sensitive PII.

To illustrate the connection between non-sensitive PII and protected PII, the disclosure of a name, business e-mail address or business address most likely will not result in a high degree of harm to an individual. However, a name linked to a social security number, date of birth, and mother's maiden name could result in identity theft. This demonstrates why protecting the information of our program participants is so important.

Any breach or suspected breach of PII must be reported to the immediate supervisor and to the CWP Compliance & Accountability Administrator.

## CWP Policy and Procedure Manual

<b>Program:</b> CWP General Policy and Procedures	<b>Section:</b> 2-20 page 2
<b>Subject:</b> Protecting Personally Identifiable Information (PII)	<b>Effective Date:</b> 7/1/14

### Use of Contract Related Electronic Data Systems

Section 53a-251 of the Connecticut General Statutes contains provisions concerning computer crime. It states that a person is guilty of a computer crime if he or she accesses a computer system without authorization, accesses or causes to be accessed or otherwise uses or causes to be used a computer system with the intent to obtain unauthorized computer services, causes a disruption of computer services, damages or destroys any equipment used in a computer system, or misuses computer system information. Misuse of computer information includes the situation when a person accessing or causing to be accessed a computer system intentionally makes or causes to be made an unauthorized display, use, disclosure or copy, in any form, of data residing in, communicated by or produced by a computer system.

It is very important to not disclose a password to anyone or allow access to anyone who has not been authorized to access the system. Always log out of any of the electronic data systems to which you have access pursuant to this Contract when stepping away from your work area.

No confidential data obtained from any of these systems may be placed or stored on any mobile computing or mobile storage device.

- Mobile computing devices include but are not limited to: notebooks, laptops, palmtops, PDAs, iPods, Blackberry devices, cell phones and tablets with internet browsing capability, etc.
- Mobile storage devices include, but are not limited to: mobile computing devices, diskettes, magnetic tapes, external/removable hard drives, flash cards (e.g. SD, Compact Flash, etc.), thumb drives (USB keys), jump drives, compact disks, digital video disks, etc.

The transmission of confidential data via email is strictly prohibited.

### Further Information

Questions concerning compliance with this policy may be addressed to the CWP Compliance & Accountability Administrator.

EXHIBIT E  
CONFLICT OF INTEREST POLICY

## CWP Policy and Procedure Manual

<b>Program:</b> Administrative	<b>Section:</b> 7-30
<b>Subject:</b> Conflict of Interest Policy	<b>Effective Date:</b> 2/4/16

### Conflict of Interest Policy

#### A. Standards of Conduct [200.318(c)(1)]

The following standards of conduct govern the action of CWP employees, members and officers who engage in any CWP award process and administration of contracts.

1. No employee or authorized agent, CWP member or officer, shall participate in or cast a vote in the selection of or in the award or administration of a contract supported by a Federal award, if he or she has a real or apparent conflict of interest. Such a conflict shall arise when the employee/authorized agent/member/officer; *or* any member of his/her immediate family; *or* his/her partner; *or* an organization that he/she belongs to or that employs or is about to employ any of the above has a financial or other interest in or a tangible personal benefit from a firm considered or selected for a contract.
2. No employee or authorized agent, CWP member or officer, shall solicit or accept gratuities, favors or anything of monetary value from subrecipients, contractors, potential subrecipients or contractors, or parties to any subaward.
3. No employee or authorized agent, CWP member or officer, shall use any knowledge gained through their position for personal profit or the profit of family or friends.
4. CWP employees, authorized agents, members and officers shall be alert to organizational conflicts of interest as well as noncompetitive practices among subrecipients and contractors that may restrict or eliminate competition or otherwise restrain trade.
5. Measures by which conflict of interest will be controlled are as follows:
  - a. Staff with potential conflicts will be removed from the award/administration process.
  - b. Multiple staff will be involved in the process, preventing any single individual from controlling the selection or administration processes.
  - c. Each member of the evaluation team that rates proposals in a competitive procurement process, will complete and sign the Conflict of Interest and Disclosure Form (See Appendix E, Misc. Procurement Forms). If a conflict of interest exist with any team member according to Section 30.A.5 of these procedures, they are excused from the process and will not evaluate the proposals
  - d. All RFPs, RFQs, RSQs, and contracts shall contain provisions that clearly delineates the funding source's conflict of interest policies and the proposer's and/or subrecipient's responsibility regarding the procurement process.

#### B. Conflict of Interest Policy

In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients or contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements.

## CWP Policy and Procedure Manual

<b>Program:</b> Administrative	<b>Section:</b> 7-30 page 2
<b>Subject:</b> Conflict of Interest Policy	<b>Effective Date:</b> 2/4/16

**C. Potential Conflict of Interest:** For federally funded solicitations, any potential conflict of interest must be disclosed in writing to the funder (e.g., CTDOL, USDOL, HHS) in accordance with original awarding federal agency policy, within five (5) business days of when CWP staff become cognizance of the potential conflict of interest. (Per 2 CFR 200.112)

**1. Format and Content of Disclosure**

Disclosure to the funder shall include a written description of the potential conflict of interest including the names of the CWP officer, employee, agent, Board member or subrecipient who may have the potential conflict of interest, a description of the relationship to the proposer, potential proposer or contractor and the date that CWP was made aware of the potential conflict.

**2. Disclosure Submission**

The written disclosure is issued by the President/CEO to the Federal director/manager with authority over the federal-funds and/or program.

**3. Violations of Standards of Conduct**

Per 200.318(c)(1), the federally funded recipient's standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

**a. CWP Employees**

As stated in the CWP employee handbook, CWP employees who violate the standards of conduct policy shall be subject to disciplinary action up to and including termination.

**b. CWP Board of Directors**

If the findings of an investigation of a violation of the standards of conduct are that a CWP Board member willingly and intentionally violated the standard of conduct described in Section 30.A above, that board member shall be subject to consequences as stated in the CWP Board of Directors handbook.



Exhibit F

Executive Orders

## **Executive Orders**

### **Executive Order Number Three**

This contract is subject to the Provisions of Executive Order Number Three of the Governor and as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner or CWP for violation of or noncompliance with said Executive Order Number Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order Number Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Contract is completed or terminated prior to completion.

The Contractor agrees as part consideration hereof, that this Contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order Number Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

### **Executive Order Number Seventeen**

The Contract is subject to the provisions of Executive Order Number Seventeen, Thomas J. Meskill, promulgated on February 15, 1973 and as such, this Contract may be canceled, terminated or suspended by the CWP or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Contract; and as part of the consideration hereof, the Contractor agrees that Executive Order Number Seventeen is incorporated herein by reference and made a part hereof. The parties agree that the CWP and the State Labor Commissioner shall have joint and continuing jurisdiction in regard to listing all employment openings with the Connecticut State Employment Service.

### **Executive Order Number Seven C**

The Contract is subject to the provisions of Executive Order Number Seven C (7C), of Governor Jodi Rell, promulgated July 13, 2006, concerning contracting reforms regarding gift and campaign contributions. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order Number Seven C is incorporated herein by reference and made a part hereof.

### **Executive Order Number Fourteen**

The Contract is subject to the provisions of Executive Order Number Fourteen (14) of Governor Jodi Rell, Promulgated April 17, 2006, concerning procurement of cleaning products and services.

### **Executive Order Number Sixteen**

The Contract is subject to the provisions of Executive Order Number Sixteen of Governor John G. Rowland concerning violence in the workplace. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order Number Sixteen is incorporated herein by reference and made a part hereof.

**Executive Order Number Forty Nine**

The Contract is subject to the provisions of Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the DOL or DAS shall provide a copy of these orders to the Contractor.

**Executive Order Number 7, et seq**

The Contract is subject to the provisions of Executive Order No. 7 of Governor Ned Lamont, promulgated March 12, 2020 for the purpose of protecting public health and safety during the COVID-19 pandemic, and all subsequent executive orders pertaining to the Contractor's operations.

EXHIBIT G

PROGRAM SPECIFIC

TERMS COVID-19 Rules

Contractor shall follow all CDC guidance and State of CT guidance and rules related to COVID-19 safety protocols at any location occupied by contract staff and/or participants

CDC Guidance is found at:

<https://www.cdc.gov/coronavirus/2019-ncov/commuunication/guidance.html>

State of CT Guidance is found at:

<https://portal.ct.gov/coronavirus>