Governor's Fellowship Program

Request for Qualifications for Fellowship Candidates

Fall 2025 fellowship placement at the Department of Social Services (DSS)

Contents

Department of Administrative Services

450 Columbus Blvd

Hartford, CT 06416

Release date: Monday, October 20, 2025

Initial date: Sunday, November 2, 2025

Updated closing date: Sunday, November 9, 2025

Governors Fellowship Program

I. Purpose

Governor Ned Lamont is seeking individuals to serve as contracted fellows to support Connecticut's executive branch agencies. Fellows will support the governor's office, agency commissioners, and senior staff on high-priority matters and initiatives.

II. Program Background

The Governor's Fellowship Program started in 2020 to support Connecticut with its response to the Covid-19 pandemic. The program has since developed into a program to support the governor's office and executive branch agencies with strategic projects and initiatives. Below are examples of projects that previous fellows have accomplished:

- Drafted and led the passage of legislation including Public Act 22-49, An Act Reducing Lead Poisoning, which brings Connecticut in-line with CDC guidance on allowable lead levels in CT's children and makes a $30 million investment in removing lead from homes in CT's most vulnerable communities;
- Developed plans for the strategic allocation of over $3.9 billion in Federal COVID recovery dollars from the American Rescue Plan Act with a focus on: defeating COVID-19, investing in CT's future, creating a more affordable Connecticut, inclusive economic growth, and modernizing state government;
- Led the design and stand-up of an Evaluation and Evidence-Building unit to facilitate the development of program evaluation plans and coordinate access to state data resources while focusing on providing 'hands-on' assistance to agencies as well as collecting and synthesizing evidence relating to program effectiveness;
- Founded and chaired the Governor's Afghan Evacuee Taskforce, an interagency-public-private-nonprofit working group focused on bringing a coordinated approach to providing a safe haven and hope for all who are resettled in Connecticut;
- Developed and managed Connecticut Communities Challenge, a competitive grant program to spur investment in CT's main streets and vibrant neighborhoods through high- quality, transit-oriented development;
- Designed, developed, and launched the Connecticut Campus Mental Health Program, which allocated $2.7 million in federal funding to support Connecticut's colleges and universities implement mental health programs and supports for students.

III. Timeline and Contract

Fellows will be contracted on personal service agreements. Contracts are expected to start in late November to early December. Contracts are for twelve (12) months and are not to exceed $110,000. A sample contract is available in Appendix A. As contractors, fellows are not considered employees of the State of Connecticut and are not eligible for employee benefits.

IV. Services

While the individual nature of each placement may vary, general responsibilities include:

- Strategic advising of agency leadership on cross-agency initiatives;
- Crafting new policies and improving existing ones to promote equitable, inclusive policy through research, stakeholder engagement, and analysis;
- Coordinating efforts and resources across agencies and stakeholder groups;
- Developing strategic plans to support the implementation of grant programs;
- Collecting and analyzing data to inform planning and decision making; and
- Partnering with other agencies, municipalities, non-profits, and other organizations to implement critical programs and services.

V. Agency Placements

Fellows will be assigned to support priority projects at specific executive branch agencies and/or offices. There is only one agency placement available in this recruitment:

1. **Department of Social Services**

   The Fellow will support the state in implementing responsive solutions to federal policy changes. In close collaboration with senior agency leadership, the Fellow will play a key role in monitoring, analyzing, and executing time-sensitive, high-priority policy and process updates for the Medicaid and SNAP programs. Additionally, the Fellow will partner with the agency's communications team to ensure that stakeholders—including program participants, nonprofit partners, healthcare providers, and legislators—understand how federal policy shifts may affect them. The ideal candidate is an exceptional communicator with strong project management skills, experience in government service delivery, and a solid grounding in user-centered policy design.

Other placements may become available. Placements are not guaranteed.

VI. Qualification Requirements

- 3-8 years of work experience, with a track record of achievement and ability to work independently in fast-paced work environments and lead projects from start to finish;
- Quantitative and qualitative analysis skills;
- Commitment to ensuring accessibility of programs and services to diverse stakeholders;
- Relevant subject matter and/or functional expertise;
- Passion for public service and willingness to learn;
- Strong written and verbal communication;
- BA required; MBA, JD, MPP, MPA, MPH, Med, MSW, or other advanced degree preferred.

VII. Scoring

Each application will be evaluated for completeness and minimum qualification requirements (see Section VI above). Complete applications that meet the minimum qualifications will be evaluated across the following **seven core categories**. Each criterion shall be scored on a **1–3 scale**, with descriptive anchors provided to guide consistent assessments.

Category	Description	Scoring Guidance (1–3 Scale)
1. Professional Experience	3–8 years of relevant work experience with a proven ability to work independently, manage projects, and deliver results in fast-paced environments.	**1** – <3 years, limited achievement or leadership. **2** – 3–5 years, moderate success leading projects. **3** – 6–8 years with demonstrated independence and high-impact results.
2. Analytical Skills	Demonstrated strength in both quantitative and qualitative analysis.	**1** – Minimal analytical experience. **2** – Some applied experience with analysis in work or academia. **3** – Regularly performs and synthesizes complex analyses in work/projects.
3. Stakeholder Engagement	Proven ability to work across sectors and demonstrated commitment to ensuring accessibility of programs and services to diverse stakeholders.	**1** – Limited engagement across communities or populations. **2** - Some experience with a broad coalition of stakeholders. **3** - Clear leadership of engagement in a variety of community situations involving a variety of stakeholders.
4. Subject Matter / Functional Expertise	Experience in policy, government, or specific fields relevant to preferred placements (e.g., public benefit programs, health, workforce).	**1** – No relevant expertise. **2** – Some related work or academic experience. **3** – Deep functional or domain knowledge.
5. Motivation & Public Service Ethos	Passion for public service and demonstrated curiosity or drive to learn.	**1** – Weak or unclear motivation. **2** – Expressed interest in learning/public service. **3** – Strong personal mission aligned with public impact.
6. Communication Skills	Strength in both written and verbal communication.	**1** – Poor clarity or articulation in writing or speaking. **2** – Communicates effectively in most settings. **3** – Highly articulate, persuasive, and clear.
7. Education	BA required; advanced degree (MBA, JD, MPP, MPA, MPH, MEd) preferred.	**1** – Bachelor's degree only, unrelated field. **2** – Bachelor's in relevant field. **3** – Relevant master's or professional degree.

Maximum Total Score: 21

Scoring System

Score Range	Recommendation
18-21	Exceeds qualifications
14-17	Meets qualifications
<14	Does not meet qualifications

VIII. Qualifications Review Committee

The review committee will consist of 2-5 members, including staff from the executive branch government. Since the Yale Tobin Center provides in-kind support to the fellowship program, members of the Yale Tobin Center team may participate on the review committee.

IX. Submission Instructions

If you are interested in participating in the Governor's Fellowship Program, please submit a Statement of Qualifications that includes the below documents in PDF format. Documents should be collated into a single PDF.

Cover letter	The cover letter should include information on the candidate's top two agency placement preferences from the placement options available in *Section V. Agency Placements*.
Resume	
Writing sample	The writing sample may be a memo, publication, press release, or an excerpt of a longer work. The writing sample is not to exceed four pages.
References	References should include the name, company, relationship with the applicant, address, and contact information.

Email your materials in **PDF form to Melissa Conway at melissa.conway@ct.gov by 11:59pm EST on November 9, 2025**. The email subject should be in the following format:

Candidate name – Fall 2025 Governor's Fellowship Program Application

The qualifications review committee will score all responses. Responses that do not follow the submission instructions will not be considered for review. This RFQ will be used for a selection process.

X. Conflict of Interest

A conflict of interest exists wherever an individual could benefit directly or indirectly from access to information or from a decision over which they may have influence and also includes a perceived conflict where someone might reasonably perceive there to be such benefit and influence. A conflict of interest occurs when a staff member or consultant attempts to promote a private or personal interest that results in an interference with the objective exercise of their job responsibilities or gains any advantage by virtue of his/her position. Conflicts of interest may be real, potential or perceived.

The respondent should disclose conflicts of interest, in writing, to the review committee, which will consider the nature of the respondent's responsibilities and the degree of potential or apparent conflict in deciding the course of action that the respondent needs to take to remedy the conflict of interest. By applying, you acknowledge that you will make the review committee aware of any of conflicts of interest.

XI. Closing Date

Applicants must send all application materials to melissa.conway@ct.gov by **11:59pm EST on Sunday, November 9, 2025**. See the "Submission Instructions" section for additional details.

Late responses may not be accepted.

XII. Contact

All questions related to this RFQ are to be directed, in writing, to Melissa Conway (melissa.conway@ct.gov). Information obtained from any other source is not official and should not be relied upon.

XIII. Limitations

Neither this RFQ nor any subsequent discussions shall give rise to any commitment on the part of the State or the Agency or confer any rights on any candidate unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the candidate and the Agency and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the candidate or for payment of services under the terms of the contract until the successful candidate is notified that the contract has been accepted and approved by the Agency and, if required, by the Attorney General's Office.

The State reserves the right to amend or cancel this RFQ on any date and at any time, if the State deems it to be necessary, appropriate, or otherwise in the best interests of the State.

In the event that no acceptable submissions are received in response to this RFQ, the Agency may reopen the procurement process, if it is determined to be in the best interests of the State.

The State reserves the right to reject any and all proposals for misrepresentation or if the candidate's submission does not satisfactory meet the scoring requirements of the Qualifications Review Committee.

Appendix A: Sample Contract

The below sample contract may be changed or modified.

PERSONAL SERVICE AGREEMENT

SECTION 1

This Contract (hereinafter referred to as "Contract") is entered into between the State of Connecticut acting through the Department of Administrative Services (hereinafter "DAS") pursuant to Connecticut General Statutes §§ 4-8, 4-213 and 4-216, and Section 4 of Executive Order 13 issued by Governor Lamont and XX, an individual, having its principal offices at XX (hereinafter "Contractor"). The parties agree that the services specified below shall be provided by Contractor in strict compliance with the provisions of this Contract.

SECTION 2

CONTRACT PERIOD AND DEFINITIONS

This Contract shall commence as of XX or the date this Contract is fully executed by the parties hereto, whichever is later, and the duties of the Contractor as set forth in Section 5 of this Contract shall be completed by the Contractor no later than twelve (12) months following the execution date (hereinafter "end date"). The parties retain the option to mutually agree to extend this Agreement for six (6) additional months.

Whenever the following terms or phrases are used in this Contract, they shall have the following meaning unless the context clearly requires otherwise:

(a) "**Bid**" means a response to any Solicitation.
(b) "**Bidder**" means a Person which responds to a Solicitation.
(c) "**Claims**" means any and all claims, demands, suits, actions, causes of action, losses, liabilities, damages, judgments, orders, decrees, requests for injunctive and/or declaratory relief, fines, liens, debts, charges, executions, penalties, interest and expense whatsoever

(including, but not limited to, all reasonable attorney's fees, court costs, expert and other professional fees and other costs of investigation and defense of any of the foregoing), whether mature or unmatured, contingent, or known or unknown, which are, have been or may be made, brought, issued or awarded at law or in equity, or under or in connection with any administrative rule or proceeding, in any forum.

(d) "**Confidential Information**" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

(e) "**Confidential Information Breach**" shall mean an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Contractor, consumers, DAS or the State.

(f) "**Contractor Parties**" shall mean all of the Contractor's Subcontractors.

(g) "**Person**" means and includes all-natural persons as well as any and all business, governmental or other entities that are recognized as having a separate and distinct existence, and thus the rights of a person, under law.

(h) A Person's "**Related and Affiliated Parties**" means and includes such Person's owners, members, directors, principal officers, and partners, as applicable, together with all of such Person's officers, directors, representatives, agents, servants, consultants, contractors and employees as well as any other Person with whom the Person in question is in privity of oral or written contract. If a Person is a corporation, a partnership, or a limited liability company, then such Person's "Related and Affiliated Parties" also includes any and all shareholders, partners, or members which hold and/or control five percent (5%) or more of the outstanding voting or economic interests in said corporation, partnership, or company, directly or indirectly.

(i) "**Records**" means all working papers and such other information, data and materials (including, but not limited to, documents, data, plans, books, e-mail, text messages, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence) that are prepared, generated or accumulated by a Person (whether in electronic, hard copy or other form) for, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Contract (including, but not limited to, the performance, nonperformance and/or any other acts or omissions of the Contractor, its Subcontractors, any of either's Related or Affiliated Parties, the State or any of its officers, agents representatives or employees under, in connection with or in relation to this Contract and/or any Bids that were submitted prior to the execution of the same).

(j) "**Services**" means the items listed in Section 5 of the Contract.

(k) "**Solicitation**" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

(l) **"Subcontractor**" or "**subcontractor**" means and includes all of the subcontractors, consultants, licensees, and concessionaires (including, but not limited to, any design or other professionals) that are engaged by Contractor, or are allowed, to perform any work, business or advice, or supply any materials, under or in connection with this Contract during the Term hereof.

(m) "**State**" means the State of Connecticut, including DAS, the Commissioner of DAS, and his or her authorized agents, employees and designees and any office, department, board, council, commission, institution or other agency or entity of the State of Connecticut.

(n) **"Terminate," "Terminates," "Terminating," "Terminated," and "Termination"** refer to the act of ending the Term of the Contract (and, except as otherwise provided in this Contract, the obligations of the Contractor to continue to furnish Goods or Services and the State to pay for such Goods or Services under this Contract) prior to the date by which all Goods or Services required to be provided by the Contractor pursuant to this Contract are to be furnished in accordance with its terms.

SECTION 3

TERMINATION FOR CONVENIENCE & DEFAULT

(a) **Termination for Convenience.** Notwithstanding any provisions in this Contract to the contrary, DAS may Terminate all or any portion(s) of this Contract for its convenience, without cause or penalty, whenever DAS determines that such Termination is in the best interests of the State. Any such Termination shall be effected by DAS' providing the Contractor with written notice of both the extent and the effective date of Termination.

The State reserves the right to cancel this Agreement if an anticipated gift to partially fund this Agreement is not received by the State within thirty (30) days of contract execution. The State shall have no obligation to pay the Contractor for work performed following notice of cancellation.

(b) **Termination for Default.**

(i) The Contractor shall be in default of this Contract if both (A) the Contractor fails to timely perform, or otherwise has breached, any term, covenant, condition or obligation of the Contractor hereunder, or fails to make sufficient progress so as to endanger the performance of any such term, covenant, condition or obligation, (any one or more of such failures being hereinafter referred to as a "breach"), and (B) (1) fails cure such breach within ten (10) days following written notice from DAS to the Contractor specifying the nature of said breach, or (2) if the breach is of a nature that it cannot reasonably be cured within such ten (10) day period, as determined by DAS in its sole discretion, the Contractor fails to commence to cure such breach within such ten (10) day period or thereafter fails to diligently pursue such cure (the period allowed the

Contractor to cure any breach(es) pursuant to this subparagraph (b)(i) being hereinafter referred to as the "Cure Period").

(ii) If the Contractor is in default of this Contract, DAS may, at DAS' sole discretion, and without prejudice to any other rights or remedies that the State has, may have or may thereafter have, all of which are reserved for the State, (A) immediately Terminate all or any portion(s) of this Contract, and/or (B) extend the Cure Period applicable to any breach(es) by specifying a date (the "Extended Termination Date") by which any breach(es) must be cured (the period running from the end of the Cure Period to and through any such Extended Termination Date being herein referred to as the "Extended Cure Period"). In the event DAS provides the Contractor with an Extended Cure Period within which to cure any breach(es), then, unless otherwise modified in writing by DAS prior to the Extended Termination Date and/or the breach(es) to which the Extended Cure Period apply have been cured within such period, the portion(s) of this Contract to which such Extended Cure Period pertain shall Terminate without any further action by DAS. Any Termination effected pursuant to this subparagraph (b)(ii) shall be effected by DAS providing the Contractor with written notice of both the extent and the effective date of Termination or, as applicable, if DAS decides to grant the Contractor an Extended Cure Period in which to cure any breach(es), the Extended Termination Date applicable to such Extended Cure Period.

(iii) Subject to the provisions of subparagraph (b)(vi) below entitled "Rights of Set-off" and the Contractor's compliance with the terms of subparagraph (c) below, the following provisions will apply to any and all portion(s) of this Contract that are Terminated for the State's convenience:

A. The State will pay the Contractor any and all payments due under the payment provisions of this Contract for Services that have been provided to and accepted by DAS as of the effective date of Termination, after taking into consideration all payments that already have been (or are in the process of being) made by the State therefor.

B. As and to the extent DAS directs the Contractor, and the Contractor complies with DAS' direction, to deliver any Records and/or other materials pursuant to the first sentence of subparagraph (c)(vii) below, the State also will pay the Contractor an equitable amount as reasonably determined by DAS to compensate the Contractor for its actual costs in acquiring any such materials (or parts thereof) and performing such work as was reasonably necessary for the Contractor to manufacture, produce and/or otherwise prepare and deliver the Records and other materials described in the first sentence of subparagraph (c)(vii) below. In the event the Contractor and/or its subcontractors have acquired any materials or performed any work reasonably necessary to provide any Services that otherwise were to be provided under this Contract which are not requested to be delivered to DAS pursuant to subparagraph (c)(vii) below, and neither the Contractor nor its subcontractors reasonably can, or can be expected to, use or sell the same, the Contractor also shall be entitled to an equitable adjustment in the amounts otherwise payable under this subparagraph (b)(iii)(B) to account for the Contractor's actual costs therefor less the intrinsic value to the Contractor and/or its subcontractors thereof. DAS' commitment to

make any payments pursuant to this subparagraph (b)(iii)(B) is strictly dependent, and thus conditioned, upon the Contractor's first providing DAS with such evidence of the amount and extent of such costs and such other information as DAS determines to be appropriate in the circumstances, all in such form and substance which is acceptable to DAS.

(iv) If DAS Terminates this Contract in whole or in part for default as provided in subparagraph (b)(ii) above, the State via DAS or otherwise may, but shall not be required to, acquire any Services similar to those that were to be provided by the Contractor pursuant to such portion(s) of the Contract that has or have been Terminated from another source, and the Contractor shall be liable to the State for any excess costs associated with obtaining such Services. The Contractor, however, shall continue to perform and provide all Services pursuant to those portions of the Contract that have not been Terminated.

(v) Limits of State's Liability. Except as, and then only to the extent, otherwise provided in subparagraph (b)(iii) above, the State shall not be liable for any special, indirect, incidental or consequential damages (including, but not limited to, any lost profits) that the Contractor may suffer or incur as result of any Termination of all or any portion(s) of this Contract and/or any other cause whatsoever. ***Without limiting the generality of the foregoing, and notwithstanding the provisions of subparagraph (b)(iii)(B) above or any other provision of this Contract, in no event shall the State be liable to pay the Contractor any sums which, in combination with any and all other payments that have been and may otherwise yet need to be paid to the Contractor would exceed the total Not to Exceed Amount applicable to this Contract as set forth in Section 6 below. The provisions of this subparagraph (b)(v) shall apply notwithstanding anything to the contrary that may be set forth in this Contract.***

(vi) Rights of Set-off. Notwithstanding anything to the contrary set forth in this Contract, DAS may withhold any or all payments otherwise due to the Contractor under or by reason of this Contract without cost or penalty, pending resolution of any and all issues and/or disputes regarding the Contract or the Contractor's performance (or lack of performance) hereunder; providing that any amounts withheld by DAS pursuant to this subparagraph shall not exceed the total costs and damages (including, but not limited to, reasonable attorney's fees and costs of litigation) that DAS reasonably estimates the State has suffered or may yet suffer or incur as a result of the Contractor's breach of and/or default under or in connection with this Contract until all such issues and/or disputes between the parties are fully resolved.

(c) DAS shall send any notice of Termination in accordance with the Notice provision set forth below to the Contractor at the address listed in the Notice provision set forth below. ***Upon receiving and such notice from DAS, the Contractor shall immediately*:**

(i) Discontinue all work associated with such portion(s) of the Contract that has or have been terminated;

(ii) Place no further subcontracts, purchase orders or other commitments (referred to as subcontracts in this clause), except as necessary to complete the continued portion(s) of the Contract, if any;

(iii) Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of Termination;

(iv) Assign to the State, as directed by DAS, all right, title, and interest of the Contractor in, to and under the subcontracts terminated, in which case DAS shall have the right (but not the obligation) to settle or pay any termination settlement proposal arising out of those subcontracts;

(v) With approval of DAS and, as required, other officials, offices and/or agencies of the State, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, which approval will be final for purposes of this clause;

(vi) Take any actions (including, but not limited to, directing its subcontractors to take any actions) that may be necessary, and/or that DAS may direct, for the protection and preservation of any and all Records and other property related to this Contract that is in the possession of the Contractor or its subcontractors in which the State has or may acquire an interest and/or that the Contractors and/or its subcontractors have an obligation to maintain and/or the State has a right to inspect or audit as provided elsewhere in this Contract or applicable law;

(vii) As directed by DAS, transfer title (if title is not already held by or has not been transferred to the State) and deliver to DAS, within fifteen (15) days of DAS' request therefor, any and all Records and Goods that, if the Contract had not been Terminated, would have been delivered to the State as, part of, or used in the process of providing, any Goods or Services that otherwise were required to be delivered to the State under this Contract, including, but not limited to, (A) all materials and equipment acquired, produced, or in process for the portion(s) of the Contract terminated, and (B) all completed or partially completed designs, plans, drawings, specifications, analyses, compilations of data, and reports associated with the Contract and/or the Contractor's (and its subcontractors') performance hereunder. The Contractor also shall deliver to DAS, as and when required by DAS, copies of any and all other Records requested by DAS. Except as, and then only to the extent, otherwise provided by subparagraph (b)(iii) above, all such Goods and Records shall be provided to DAS, at the Contractor's sole cost and expense.

(viii) All Records provided to DAS pursuant to the foregoing subparagraph that exist in electronic, magnetic or other intangible form shall be provided to DAS in a non-proprietary format, such as, but not limited to, "ASCII" or ".TXT.

(ix) Complete performance of the portion(s) of the Contract that have not been Terminated;

(x) Use its best efforts to sell, as directed by DAS, Termination inventory other than that in which the State has Title or is to be retained by the Contractor under the first sentence of subparagraph (c)(vii) of this clause; provided, however, that the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any other property under the conditions prescribed by, and at prices approved by, DAS. The proceeds of any transfer or disposition will be applied to reduce any payments that have been or otherwise may be made by the State under this Contract, credited to the price or cost of the work, or paid in any other manner directed by the DAS.

(d) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

SECTION 4

NOTICE

Unless otherwise expressly provided to the contrary, any other notice provided under this Contract shall be in writing and may be delivered by hand delivery, by recognized overnight courier providing proof of delivery, by United States Certified Mail, return receipt requested, or by electronic mail with evidence of delivery. All notices shall be effective if delivered in accordance with this section to the following addresses:

State: State of Connecticut
Department of Administrative Services
450 Columbus Boulevard, suite 1501
Hartford, CT 06103
Attention: Melissa Conway
e-mail: melissa.conway@ct.gov

Contractor: XX
Street Address: XX
City, State Zip: XX
Attention: XX
e-mail: XX

The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

SECTION 5

SPECIFICATION OF SERVICES

Below is a sample specification of services. Services may be changed, modified, or updated to more closely align with the specification of services needed at the placement agency.

Since early 2020, the State has recruited and placed contractors in various state agencies to support the State with responding to the public health, economic, and education crises prompted by the global COVID 19 pandemic. Such contractors are embedded in State agencies to add capacity on short term projects that further the Governor's agenda across.

The State continues to address crises that arise as a result of unforeseen circumstances and therefore has a need for contractors, serving as "governor's fellows," to support strategic initiatives and priorities of the governor. Such strategic initiatives emphasize economic and community development, workforce training, aging and long-term care facilities, climate and clean energy, educational initiatives, housing assistance, transportation, behavioral and mental health access, food security, and childcare.

In furtherance of the foregoing objectives, DAS shall assign to the Contractor a specific program area(s) with the following responsibilities:

- Conduct additional research, policy analysis, make recommendations and oversee implementation of programs to support the vulnerable and disadvantaged populations and/or to spur economic development, in coordination with the priorities of Governors policy initiatives;
- Assist in cross-agency data management projects to ensure strategic investment of resources and development and tracking of outcomes;
- Analyze and make recommendations on investment of federal resources in a strategic and comprehensive methodology;
- Partner with towns, cities, and non-profits to implement critical programs and services;
- Project manage work streams with multiple stakeholders across State agencies including, but not limited to, the Office of the Governor; Office of Policy and Management; the Departments of Administrative Services, Aging, Development and Disability Services, Education, Energy and Environmental Protection, Mental Health and Addiction Services, Public Health, and Social Services; and the Offices of Workforce Strategy and Early Childhood; and
- Such other tasks and services as DAS may request.

All services are temporary in nature.

The Contractor, in partnership with DAS, shall determine best practices for telecommuting and in-person contractual work.

The Contractor shall submit an electronic monthly report in a format approved by the State no later than the 10th of the month for the preceding month. Such report shall include, but not be limited to, the following:

- A summary of activities related to their assigned program area(s);
- Accomplishments directly related to their assigned program area(s);
- Any obstacles and proposed resolutions;
- A summary of research conducted;

A summary of policy analysis completed;
- Such other updates as required by the State.

The records and data specified in Section 5 and all work products of the Contractor pertaining to this Agreement are deemed to be the property of the State and the Contractor shall deliver them to DAS no later than five (5) days before the end date of this Agreement in an electronic format approved by the State.

All work performed and services provided shall be subject to the review and approval of DAS.

SECTION 6

COST AND SCHEDULE OF PAYMENTS

Below is a sample cost and schedule of payments. Cost and schedule may be changed, modified, or updated.

The State shall pay the Contractor a total sum not to exceed one hundred and then thousand dollars ($110,000) for services performed under this Contract.

The Contractor shall be compensated at $56.05 per hour not to exceed 184 hours per month for fees based upon work performed, documented, and accepted by the State.

The Contractor shall submit invoices on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the last four digits of the Contractor's Federal Employer Identification Number or Social Security Number, the billing period, and an itemization of expenses by line item.

Invoices for deliverables shall include an identification of the deliverable; if printed material, a copy of the deliverable; and the date that the deliverable was provided to the State.

Invoices for services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation or if no documentation is available, a detailed accounting of the computation used to determine the reimbursable cost, as evidence of the actual cost of such expenses. Such expenses may include, but are not limited to: mileage at current State approved reimbursement rate and costs of travel including coach airfare and hotels. All expenses will be reimbursed at cost.

The State shall assume no liability for payment for services under the terms of this Contract until the Contractor is notified that the Contract has been accepted by the contracting agency, and if applicable, approved by the Office of the Governor, the Department of Administrative Services and/or by the Attorney General of the State.

SECTION 7

OTHER CONDITIONS

A. Amendments; Supremacy and Entirety of Contract

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Amendments or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

B. Changes in Service

When changes in the services are required or requested by the State, Contractor shall promptly estimate their monetary effect and so notify the State. No change shall be implemented by Contractor unless it is approved by the State in writing; and, unless otherwise agreed to in writing, the provisions of this Contract shall apply to all changes in the services. If the State determines that any change materially affects the cost or time of performance of this Contract as a whole, Contractor and the State will mutually agree in writing to an equitable adjustment.

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Contract, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Contract. Contractor shall perform all services in accordance with its methods, subject to compliance with this Contract and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Contract to the State, at the time of the execution of this Contract, as evidence that such are in full force and effect.

D. Laws and Regulations

Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Contract.

E. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Contract. Contractor shall advise the State promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Contract. The State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give ten (10) days notice to Contractor of the State's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the State that the employee should not be reassigned; however, the State's decision in its sole discretion after such five (5) day period shall be final. Should the State still desire reassignment, then five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

F. Conflicts, Errors, Omissions, and Discrepancies

In the event of any conflict between the provision of this Contract and the provisions of Form CO-802A to which this Contract is attached, if any, the provisions of this Contract shall control.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Contract, any such matter shall be submitted immediately by Contractor to the State for clarification. The State shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by Contractor prior to clarification by the State shall be at Contractor's risk.

G. Indemnity

(a) Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) third party Claims arising, directly or indirectly, in connection with the Contract; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor’s obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor’s bid, proposal or any Records, any intellectual property rights that may be included in the deliverables or performance, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, trade secrets, trademarks, articles or appliances furnished or used in the performance.

(b) Contractor shall not be responsible for indemnifying, defending or holding the State harmless campaignfrom any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.

(d) Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the acts giving rise to the Claims or where the State is alleged or is found to have contributed to the acts giving rise to the Claims or both.

(e) Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract. Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. Contractor shall not begin performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

(f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

.**H. Nondisclosure**

Contractor shall not release any information concerning the services provided pursuant to the Contract or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the State.

I. Quality Surveillance and Examination of Records

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other contract that it enters into with any Contractor Party.

J. Insurance – Intentionally omitted

K. Non-Waiver

None of the conditions of this Contract shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Contract unless expressly stipulated in such waiver.

L. Promotion

Unless specifically authorized in writing by the Commissioner of DAS, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

(1) in any advertising, publicity, promotion; or

(2) to express or to imply any endorsement of Contractor's products or services; or

(3) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (1) and (2) above), except only to manufacture and deliver in accordance with this Contract such items as are hereby contracted for by the

State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

M. Confidentiality

All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this Contract, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Connecticut General Statutes § 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State in Section 4 of this Contract of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the State in Section 4 of this Contract.

O. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Contract, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Contract, shall remain in full force and effect.

P. Americans with Disabilities Act

The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (“Act”), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.

Q. Non-Discrimination

(a) For purposes of this Section, the following terms are defined as follows:

i. "Commission" means the Commission on Human Rights and Opportunities;
ii. "Contract" and “contract” include any extension or modification of the Contract or contract;

iii. "Contractor" and “contractor” include any successors or assigns of the Contractor or contractor;

iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

v. “good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

vi. "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

ix. "minority business enterprise" means any small contractor (1) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (a) exercise operational authority over the daily affairs of the enterprise, (b) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (c) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (d) are members of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability, or (2) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (a) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (b) have the power to direct the management and policies of the enterprise, and (c) are member of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability; and

x. "public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars or more.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a public works contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3),or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with

the State, and in every subcontract entered into in order to fulfill any obligation of a public works contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) Pursuant to subsection (c) of section 4a-60 of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this Section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such section. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

R. Executive Orders and Other Enactments

(a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the DAS's authority to require compliance with the Enactments.

(b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

(c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as

issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

S. Iran Energy Investment Certification

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

T. Sovereign Immunity

The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other Section, this Section shall govern.

U. Assignment

The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency. The Agency may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by the Agency for a breach is without prejudice to the Agency's or the State's rights or possible Claims.

V. Severability

If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable.

Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

W. Headings

The headings given to the Sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular Section to which the heading refers.

X. Third Parties

The State shall not be obligated or liable hereunder to any party other than the Contractor.

Y. Non-Waiver

In no event shall the making by the State of any payment to the Contractor constitute or be construed as a waiver by the State of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the State while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the State in respect to such breach or default.

Z. Contractor Certification

The Contractor certifies that the Contractor has not, within the three (3) years preceding the Contract, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property or made an admission of guilt of such conduct which is a matter of record.

AA. Large State Contracts – Contractor Representation

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1)That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public

official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2)That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3)That the Contractor is submitting bids or proposals without fraud or collusion with any person.

BB. Large State Contracts – Agency Official Representation

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

CC. State Contracting Standards Board

Per Connecticut General Statute § 4e-7, Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for DAS' consideration and final DAS determination, termination of this contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency.

DD. Large State Construction or Procurement Contract

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

EE. Whistleblowing & Retaliation

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes if the amount of this Contract is a “large state contract” as that term is defined in such statute. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars ($5,000) for each offense, up to a maximum of twenty percent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

FF. Campaign Contribution and Solicitation Prohibitions

Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more in a calendar year, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

GG. Forum and Choice of Law

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

HH. Access to Data for State Auditors

The Contractor shall provide to DAS access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and DAS that are in the possession or control of the Contractor

upon demand and shall provide the data to DAS in a format prescribed by DAS and the State Auditors of Public Accounts at no additional cost.

II. Protection of Confidential Information **N/A** [Section necessary if Contractor will have access to Confidential Information]

JJ. Agent for Legal Service of Process

If Contractor is an individual/sole proprietor and not domiciled in Connecticut, Contractor shall appoint a registered agent for legal service of process within the State of Connecticut ("Agent") to receive and route all service of process and legal mandates and notifications related to the Contract and the resulting business relationship. Contractor shall provide such Agent's registered agent location address within Connecticut to DAS prior to the execution of the Contract and shall maintain such Agent throughout the term of the Contract.

KK. **Consulting Agreements Representation**

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title	Name of Firm (if applicable)	
Start Date	End Date	Cost

The basic terms of the consulting agreement are:

Description of Services Provided:

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency	Termination Date of Employment

LL. Compliance with Consumer Data Privacy and Online Monitoring.

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

MM. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the Office of State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the dates written below.

Department of Administrative Services

By: _____

Name:

Title:

Date: _____

CONTRACTOR (type in full name)

By:

Name: _____
Printed Name

Title: _____
Printed Title

Date: _____

APPROVED AS TO FORM:

William Tong

Attorney General

By:_____

Date: _____