Agreement Between
AT&T Corporation and
Connecticut State University System
For Cisco Equipment

This Agreement is made this 26th day of February, 2007, by and between SBC Global Services, Inc. dba AT&T Global Services on behalf of SBC DataComm, Inc. dba AT&T Datacomm with an office at One AT&T Way, Bedminster, New Jersey 07921 (hereinafter the “Contractor”) and the Connecticut State University System, a constituent unit of the State of Connecticut System of Higher Education located at 39 Woodland Street, Hartford, Connecticut, 06105-2337 (hereinafter “CSUS”), hereinafter referred to individually as a “Party” or collectively as the “Parties.”

1. Agreement:
This Agreement, pursuant to an award made to the Contractor based upon Contractor’s response to RFP CSU-0279-1, provides for Cisco equipment, software and accessories, and the arrangement for the support and maintenance of said equipment and software to be procured, delivered and installed at each of the four Connecticut State Universities and the System Office. (Universities are: Central Connecticut State University, New Britain, CT; Eastern Connecticut State University, Willimantic, CT; Southern Connecticut State University, New Haven, CT; Western Connecticut State University, Danbury, CT) This contract is extended to participating members of the Connecticut Colleges Purchasing Group (CCPG), subject to the Contractor’s acceptance.

2. Term and Termination:
The term of this agreement shall be from November 1, 2006 through October 31, 2007 with the option by CSUS to extend the contract for three (3) one (1) year extensions. If this agreement is extended for one or more additional years, each extension may include renegotiated terms for Design, Documentation and Installation services only. All other pricing will remain constant. Any renegotiated terms shall be by mutual agreement of the Parties and shall be set forth in writing signed by the authorized representatives of the Parties.

This contract may be terminated by CSUS, for Contractor’s failure to deliver the required products and/or services, services not completed, or services not adequately or appropriately performed as determined by CSUS provided Contractor is notified in writing of such failure and is afforded at least thirty (30) days to cure. Notices of termination shall be by written notice delivered by U.S. Certified Mail. CSUS reserves the right to cancel, or amend any Purchase Order within five days (5) of issuance or five days (5) prior to delivery date. Upon termination CSUS shall pay Contractor all amounts due for Equipment and Services provided by Contractor up to and including the effective date of termination.

Contractor may terminate this Agreement in whole or in part or suspend performance hereunder, upon thirty (30) days notice to CSUS in the event CSUS is in material breach (for purposes of this Contract, material breach means failure to make timely undisputed
payments) and such failure or breach is not remedied within thirty (30) days after receipt of written notice specifically describing such breach.

3. Pricing
   a) Hardware & Software
   CSUS shall pay Contractor for Cisco components (both hardware & software) at a discounted fee of 40.2% off the manufacturer’s published list price. CSUS reserves the right to negotiate a higher discount, than specified under this contract, for large one-time purchases of hardware or software. The contractor shall arrange for CSUS to have direct access to Cisco’s pricing website.

   b) Maintenance
   Contractor shall provide Cisco’s standard SMARTnet maintenance for all hardware, and Cisco’s Service Application Support for all software applications. There shall be no charge for the first year. (SMARTnet maintenance service is provided during the hours of 8 am to 5 pm on the next business day after service call is placed. (8x5xNBD)

First year upgraded maintenance service may be purchased at 31% off the list price less the list price for 8x5xNBD for the same components.

Contractor shall provide Cisco maintenance for all requested hardware and software components at a minimum of 31% discount off the published rate for SMARTnet maintenance.

At the time of original purchase, a two year (2) prepaid SMARTnet maintenance plan may be purchased at 31% off the current list price. The first year’s maintenance for 8x5xNBD is included and the second year shall be at 31% off the current price list.

At the time of purchase, three year (3) prepaid SMARTnet maintenance may be purchased at 31% off the current list price. The first year is at no charge if it is 8x5xNBD. No additional charge shall be applicable for pre-sales support provided by Contractor’s engineering or sales personnel. This support includes but is not limited to, product planning, configurations, assessment and material lists and costs.

The following maintenance programs, specific to universities, are available under this contract award: New maintenance programs may be added as created. SMARTnet discount structure (31%) applies to all Cisco packages listed and future Cisco packages offered.

| 8x5x NBD | 8x5xNBD Onsite | 8x5x4* |
| 8x5x4 Onsite | 7x24x4** | 7x24x4 Onsite |
| 7X24X2 | 7X24X2 Onsite | Service Application Support |

* [8x5x4; 8 am to 5 pm week days, parts within 4 hrs. of determination of need.]
** [7x24x4; 7 days a week, 24 hours a day, parts within 4 hrs. of determination of need.]
c) Design, Documentation & Installation Services
The Contractor shall make available the services of the following professionals in the event that additional design or documentation above and/or beyond standard value added services is required.

- Senior Engineering Technician $125.00 per hour
- High Level Technician $118.00 per hour
- Datacomm Technician $66.00 per hour
- Design Engineer $1,000.00 per day

This contract includes the basic services of a pre-sales Design Engineer to provide pre-sales technical support, list of materials required, and documentation requirements for AT&T integration assistance. The Contractor will notify CSUS in advance of any charges that will be incurred for designs requested.

4. Delivery and Payment
The Contractor agrees to provide inside delivery and placement of all equipment at the universities and the System Office locations. All necessary material and labor required to correctly deliver said goods and services shall be the responsibility of the Contractor, and at no additional cost to CSUS. CSUS agrees to take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to its facilities when Contractor personnel are not available to accept delivery and place or direct the placement of such items on the Premises or other secure locations. In the event CSUS accepts delivery of any items, CSUS shall promptly notify Contractor of said delivery.

All standard shipping shall be FOB destination point and payment shall be within 45 days of receipt of a proper invoice. If any Equipment arrives in a damaged condition or should any shortage exist, CSUS shall immediately notify the Contractor in writing. Individual purchase orders will be issued by CSUS and/or by the universities of CSUS during the term of the contract. All products, shipments, materials, and/or services shall be delivered and billed as outlined in the purchase order.

Payment terms are net forty-five (45) days from the date of invoice. Contractor may apply a late payment fee of one and one-half percent (1-1/2%) per month to any bill that is not paid within sixty (60) days after the due date of such bill.

5. Insurance:
The Contractor agrees that while performing services specified in this agreement he/she shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed.
6. **Applicable Law:**
This Agreement shall be governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

7. **Contract Assignment:**
No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the Connecticut State University System. Contractor shall notify CSUS in the event a present or future affiliate, subsidiary or parent corporation of Contractor will become the responsible contracting party during the term of this Contract and upon such notification CSUS shall have the right to contract with the new party or to cancel this Contract.

8. **Severability**
If any provision of this agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

9. **Claims Against the State:** The Contractor agrees that the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State).

10. **Limited Warranty, Limitation of Liability and Limitation of Remedy**
CONTRACTOR warrants it has good title to the Equipment, free of any claims, liens, encumbrances or security interest of any other part, that the Equipment conforms to the manufacturer’s published specifications, and is free from electrical or mechanical defects in materials and workmanship under normal installation, use and service. In addition, for THIRTY (30) days after delivery (or installation, if installation was included), Contractor will promptly repair or replace (at our option and expense) any failure of the Equipment to conform to or perform according to the manufacturer’s specifications or any electrical or mechanical defects in materials or workmanship with (at our option) new or used replacement parts. Contractor will pass all manufacturers’ warranties to CSUS after delivery (or installation, if included). If Contractor is unable to repair the Equipment to conform to the warranty after a commercially reasonable number of attempts, Contractor will (at our option) either provide CSUS with replacement Equipment or fully refund your payments. For major malfunctions, Contractor will use its best efforts to have a technician working on the Equipment within: (a) Four (4) hours, after receiving notice and Contractor will complete repairs as soon as practicable; (b) for other malfunctions, Contractor will use its best efforts to respond within Contractor twenty-four (24) hours during its regular business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays and weekends. These are the exclusive remedies for breach of warranty.
THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND CONTRACTOR DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES (WHETHER WRITTEN, ORAL, STATUTORY, OR OTHERWISE), INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE EQUIPMENT IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. CONTRACTOR DOES NOT WARRANT THAT THE EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO CUSTOMER’S NETWORKS.

CSUS’S SOLE AND EXCLUSIVE REMEDIES AGAINST CONTRACTOR, ITS AFFILIATES, AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY EQUIPMENT, SOFTWARE OR SERVICE PROVIDED BY CONTRACTOR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, SHALL BE CSUS’S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE EQUIPMENT OR THE SERVICES. IN ANY EVENT, CONTRACTOR’S LIABILITY TO CSUS SHALL BE LIMITED TO THE MONEY PAID TO CONTRACTOR BY CSUS UNDER THE APPLICABLE STATEMENT OF WORK. CONTRACTOR, ITS AFFILIATES, DIRECTORS, OFFICERS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS TOLL FRAUD, LOSS OF USE, AND LOSS OF DATA, OR FAILURE TO REALIZE SAVINGS OR BENEFITS) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS AGREEMENT OR THE USE OR OPERATION OF THE EQUIPMENT, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS AGREEMENT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF CONTRACTOR OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN CONTRACTOR, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS REGARDLESS OF THE FORM OF ACTION.

CSUS will be subrogated to any claims or rights Contractor may have against the manufacturer of the Equipment for breach of any manufacturer warranties or representations and, upon written request, Contractor will take all reasonable actions to enforce on your behalf any such express or implied warranties or representations applicable to the Equipment.

It is a condition precedent to Contractor obligations under this Limited Warranty that: (a) CSUS is not in default of its obligations under this Agreement; and (b) the Equipment has not been damaged as a result of misuse, abuse, neglect, accident, improper environmental conditions, electrical voltages or currents, repair, alteration or maintenance by any person or party other than an authorized service facility, attachment of mechanical, electrical or
11. Indemnification for Patent, Copyright or Trademark Information

Contractor shall:
(a) indemnify CSUS against any claim or threat of claim brought by any third party alleging the Equipment infringes such party’s patents, trademarks or copyrights (the “Intellectual Property”), providing that CSUS: (i) has followed Contractor’s instructions for use of the Intellectual Property associated with the Equipment; (ii) has not modified the Equipment; (iii) notifies Contractor promptly and in writing of any such claims; and (iv) cooperates in the defense, settlement or other handling of such claim or threatened claim. In addition to accepting responsibility for any liability that may be incurred by CSUS for such infringement, Contractor shall, at our option, either (i) acquire the rights to utilize the Intellectual Property; (ii) substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) accept return of the infringing units, providing CSUS with credit for the remaining value of any returned units. These options may be exercised by Contractor at any time after notification of an alleged infringement but shall not affect Contractor’s obligation to indemnify CSUS for any liability that may be incurred as a result of a finding of infringement. **THIS PARAGRAPH STATES THE ENTIRE LIABILITY OF CONTRACTOR WITH RESPECT TO THE INFRINGEMENT OF PATENTS, COPYRIGHTS AND TRADEMARKS BY THE EQUIPMENT PROVIDED UNDER THE AGREEMENT.**

(b) also indemnify CSUS against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal or real property caused solely by Contractor’s negligence or willful misconduct in the course of its performance under this Agreement.

12. Force Majeure

Neither Party shall be liable to the other Party for delays, failure in performance, loss or damage due to a cause beyond the parties reasonable control, such as fire; lightning, strike; embargo; explosion; power surge or failure; acts of god; war; labor disputes; civil disturbances; acts of civil or military authority; inability to secure materials, fuel, products or transportation facilities; acts or omissions of suppliers, or any other causes beyond its reasonable control. This clause shall not excuse the payment of money.

13. Notices

Notices from a Party concerning this Agreement must be written and delivered to the other Party at the addresses below (i) in person; (ii) by certified mail, return receipt requested, (iii) by traceable overnight delivery, or (iv) by facsimile, electronically confirmed and followed immediately by U.S. mail. Notices will be effective upon delivery.
14. **Non-Discrimination:** The Contractor agrees to the following provisions required pursuant to Section 4a-60 of the Connecticut General Statutes:

(a) For the purposes of this section, “minority business enterprise” means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or person: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. subsection 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be 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. For purposes of this Section, “Commission” means the Commission on Human Rights and Opportunities. For purposes of this Section, “Public works contract” means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The Contractor agrees and warrants that in the performance of this 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, mental retardation or physical disability, including, but not be 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. The Contractor further agrees to take affirmative action to insure 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, mental retardation, 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 Conn. Gen. Stat. Subsection 46a-56, 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Subsection 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities 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 they relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(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; 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 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 section 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) 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 sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities 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; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to section 46a-56 of the general statutes; the Contractor agrees to provide the Commission on Human Rights and Opportunities 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 which relate to the provisions of this section and section 46a-56 of the general statutes.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state 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 section 46a-56 of the general statutes; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by 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.

15. Executive Orders Nos. 3, 17, 16, and 7C:

The contractor agrees that any subcontract it enters into in the furtherance of the work to be performed under this contract shall contain these provisions.

Executive Order No. 3: This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971 and as such this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or non-compliance with said Executive Order No. 3, 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 No. 3 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. This contractor, agrees as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his 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 No. 17: This contract is also subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17 notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance regard to listing all employment openings with the Connecticut State Employment Service.

Executive Order No. 16: This contract is also subject to provisions of Executive Order No. Sixteen of Governor John J. Rowland promulgated August 4, 1999, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. Sixteen.

The parties to this contract, as part of the consideration hereof, agree that:

(1) The contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in Section 2 to follow.

(2) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury.

(3) The contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.
(4) The contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The contractor shall require that all employees are aware of such work rules.

Executive Order No. 7C: This contract is also subject to provisions of Executive Order No. Seven C of Governor M. Jodi Rell promulgated July 13, 2006, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive 7C.

(a) The State Contracting Standards Board ("Board") may review this contract and recommend to the state contracting agency termination of this contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:

(1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes 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.

(b) For purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

15. Campaign Contribution Restrictions.
This section (the “CCR Section”) is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context so requires.

(a) For purposes of this CCR Section only:


(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and
full or part-time, and only in such person's capacity as a State or Quasi-
public Agency employee, or as this definition may otherwise be modified
by Title 9, Chapter 150 of the Connecticut General Statutes concerning
campaign financing.

(5) "Prospective State Contractor" means a person, business entity or
nonprofit organization that (A) submits a bid in response to a bid
solicitation by the State, a State Agency or a Quasi-public Agency, or a
proposal in response to a request for proposals by the State, a State
Agency or a Quasi-public Agency, until the State Contract has been
entered into, or (B) holds a valid prequalification certificate issued by the
Commissioner of Administrative Services under Section 4a-100 of the
Connecticut General Statutes. "Prospective State Contractor" does not
include a municipality or any other political subdivision of the State or an
employee in the executive, legislative or judicial branch of State
government or a Quasi-public Agency, whether in the classified or
unclassified service and full or part-time, and only in such person's
capacity as a State or Quasi-public Agency employee. Title 9, Chapter
150 of the Connecticut General Statutes concerning campaign financing
may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor"
(collectively referred to in this CCR Section as "Principal") means (A) an
individual who is a member of the board of directors of, or has an
ownership interest in, a State Contractor or Prospective State Contractor,
which is a business entity, except for an individual who (i) owns less than
five per cent of the shares of any such State Contractor or Prospective
State Contractor that is a publicly traded corporation, or (ii) is a member
of the board of directors of a nonprofit organization qualified under
Section 501(c)(3) of the Internal Revenue Code of 1986, or any
subsequent corresponding internal revenue code of the United States, as
from time to time amended, (B) an individual who is employed by a State
Contractor or Prospective State Contractor, which is a business entity, as
president, treasurer or executive or senior vice president, (C) an individual
who is the chief executive officer of a State Contractor or Prospective
State Contractor, which is not a business entity, (D) an employee of any
State Contractor or Prospective State Contractor who has managerial or
discretionary responsibilities with respect to a State Contract, (E) the
spouse or a dependent child of an individual described in this
subparagraph, or (F) a political committee established by or on behalf of
an individual described in this subparagraph, or as this definition may
otherwise be modified by Title 9, Chapter 150 of the Connecticut General
Statutes concerning campaign financing.

(b) On and after December 31, 2006, no State Contractor, Prospective State
Contractor or Principal, with regard to a State Contract, bid solicitation or request
for proposals with or from a State Agency in the executive branch or a Quasi-
public Agency, and no Principal of a holder of a valid prequalification certificate,
shall make a contribution to, or solicit contributions on behalf of (1) an
exploratory committee or candidate committee established by a candidate for
nomination or election to the office of Governor, Lieutenant Governor, Attorney
General, State Comptroller, Secretary of the State or State Treasurer, (2) a
political committee authorized to make contributions or expenditures to or for the
benefit of such candidates, or (3) a party committee.

(c) On and after December 31, 2006, no State Contractor, Prospective State
Contractor or Principal, with regard to a State Contract, bid solicitation or request
for proposals with or from the General Assembly, and no Principal of a holder of
a valid prequalification certificate, shall make a contribution to, or solicit
contributions on behalf of (1) an exploratory committee or candidate committee
established by a candidate for nomination or election to the office of State senator
or State representative, (2) a political committee authorized to make contributions
or expenditures to or for the benefit of such candidates, or (3) a party committee.

(d) On and after December 31, 2006, if a State Contractor or a Principal of a
State Contractor makes or solicits a contribution prohibited under this CCR
Section, the contracting State Agency or Quasi-public Agency may, in the case of
a State Contract executed on or after December 31, 2006, void the existing
contract with said contractor, and no State Agency or Quasi-public Agency shall
award the State Contractor a State Contract or an extension or an amendment to a
State Contract for one year after the election for which such contribution is made
or solicited.

(e) On and after December 31, 2006, if a Prospective State Contractor or a
Principal of a Prospective State Contractor makes or solicits a contribution
prohibited under this CCR Section, no State Agency or Quasi-public Agency shall
award the Prospective State Contractor the contract described in the bid
solicitation or request for proposals, or any other State Contract for one year after
the election for which such contribution is made or solicited.

(f) On and after December 31, 2006, the chief executive officer of each
Prospective State Contractor, or if a Prospective State Contractor has no such
officer then the officer who duly possesses and exercises comparable powers and
duties, shall: (1) inform each individual described in subsection (a)(6) of this CCR
Section with regard to said Prospective State Contractor concerning the provisions of
subsection (b) or (c) of this CCR Section, whichever is applicable, and this
subsection (f), (2) submit a sworn affidavit under penalty of false statement that
no such individual will make or solicit a contribution in violation of the
provisions of subsection (b) or (c) of this CCR Section, whichever is applicable,
and this subsection (f), and (3) acknowledge in writing that if any such
contribution is made or solicited, the Prospective State Contractor shall be
disqualified from being awarded the contract described in the bid solicitation or
request for proposals or being awarded any other State Contract for one year after
the election for which such contribution is made or solicited. Such officer shall
attach the affidavit and the acknowledgement to their bid, proposal or application
for prequalification, as applicable.

This contract does not guarantee any specific level of activity for the Contractor.
CSUS reserves the right to solicit bids for any project and there is no special privilege or
right of first refusal conveyed by the execution of this Agreement.

The undersigned hereby represent that they are fully authorized to execute this
Agreement and bind the parties hereto:

AT&T GLOBAL SERVICES
By: Jo Flanders
Title: Contract Management
Date: 1/30/07

Connecticut State University System
Under Statutory Authority C.G.S. 10a-151b

By: K. S. Agee
Title: Chief Information Officer
Date: 19 March 2007

Approved as to Form:
Office of the Attorney General of the State of Connecticut
By: IML 4/18/07
Title: ASSOC. ATTY GENERAL
Dated: __________________________

0701dc8145, 1-46L5QA .001.3, NLR 15 DAC 01/24/08
CERTIFICATION

I, Terri Childress, hereby certify that I am the duly recognized Director of Contract Services of AT&T Inc. and its affiliates, including Southern New England Telephone Company, a corporation organized and existing under the laws of the state of Connecticut, do hereby certify that the following facts are true.

The following resolution was confirmed on the 15th day of March, 2007.

It is hereby resolved that Jo Flanders, Contract Management, was authorized to, execute and approve, on behalf of the corporation, contracts or amendments thereof related to the Connecticut State University on January 30, 2007.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand this 15th day of March, 2007.

[Signature]

Terri H. Childress
Director of Contract Services
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Certification By Agency Official or Employee
Authorized to Execute Contracts

I, Anne Agee, am authorized to execute the attached contract on behalf of the Connecticut State University System (agency name). I hereby certify that the selection of (the) AT&T 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.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Anne Agee
Signature

19 March 2007
Date

Sworn and subscribed before me on this 19th day of March, 2007

Louis A. Melinesky
Commissioner of the Superior Court
Notary Public

My Commission Exp. Mar. 31, 2010
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

This form is MANDATORY and must be completed, signed, and returned before the Contractor's bid can be considered by the State. NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.

AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS
(Bid or Proposal)

INSTRUCTION: Contractor must sign the affirmation below, and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor affirms (1) receipt of the summary of State ethics laws available at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf, (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

(Please print name under signature line.)

Signature

VP Business Sales & Service
Title

Date

On behalf of:

AT&T
Contractor Name

6 Devine Street
Street Address

North Haven CT 06473
City State Zip

36-428 4455
Federal Employer Identification Number (FEIN/SSN)

This form is MANDATORY and must be completed, signed, and returned to the awarding State agency pursuant to Section 37 of Public Act No. 05-287.
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "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 contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, ____________________________, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Not Applicable

Contractor’s Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):
None

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

☐ Yes  ☐ No  Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:
• Former Agency:
• Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

______________________________  _________________________
Signature  Date

Sworn and subscribed before me on this _____ th day of Feb, 2007

______________________________
Commissioner of the Superior Court
Notary Public

______________________________
Kimberly J. Chieppo
Notary Public

MY COMMISSION EXPIRES 11/30/2010
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Gift Certification

Gift certification to accompany State Contracts with a value of $50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 4-252, and Governor M. Jodi Rell’s Executive Order No. 7C, para. 10.

I, Ann H Rotatori, am authorized to execute the attached contract on behalf of the AT&T (the “Contractor”). I hereby certify that between 10-5-2006 (planning date) and 11-16-2006 (date of the execution of the attached contract) that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

<table>
<thead>
<tr>
<th>Name of Benefactor</th>
<th>Name of recipient</th>
<th>Gift Description</th>
<th>Value</th>
<th>Date of Gift</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Ann H Rotatori
Signature

Date

Sworn and subscribed before me on this 5th day of October, 2007

Commissioner of the Superior Court
Notary Public

KIMBERLY J. CIEPPO
NOTARY PUBLIC
MY COMMISSION EXPIRES 01/30/2010
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Campaign Contribution Certification

Campaign contribution certification to accompany State Contracts with a value of $50,000 or more in calendar or fiscal year, pursuant Conn. Gen. Stat. § 4-250 and Governor M. Jodi Rell’s Executive Orders No. 1, para 8 and No. 7C, para 10.

I, Ann H Rotatori, hereby certify that during the two-year period preceding the execution of the attached contract, neither myself nor any principals or key personnel of the AT&T Corporation who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) in the negotiation or award of this contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

<table>
<thead>
<tr>
<th>Contributor</th>
<th>Recipient</th>
<th>Amount/Value</th>
<th>Date of Contribution</th>
<th>Contribution Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

__________________________
Signature

__________________________
Date

Sworn and subscribed before me on this 5th day of Feb, 2007

__________________________
Commissioner of the Superior Court
Notary Public

KIMBERLY J. CHIEPPO
NOTARY PUBLIC
MY COMMISSION EXPIRES 11/30/2010
STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
Policies and Guidelines  
Annual Contract Certification  

Annual contract certification to update the preceding gift/campaign contribution certification, pursuant to Governor M. Jodi Rell’s Executive Orders No. 1, para 8 and No. 7C para 10.

I, Ann H Rotatori, hereby swear that during the two-year period preceding the date of the instant certification that neither myself nor any principals or key personnel of the AT&T Corporation (the “Contractor”) who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of the subject contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals (if applicable) or in the negotiation or award of the subject contract or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency who executed the subject contract, except the gifts listed below:

<table>
<thead>
<tr>
<th>Name of Benefactor</th>
<th>Name of Recipient</th>
<th>Gift Description</th>
<th>Value</th>
<th>Date of Gift</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Further, neither I nor any principals or key personnel of the Contractor who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of the subject contract know of any action to circumvent such prohibition on gifts by providing for any other principals, key personnel, official, or employee of the contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, during the two-year period preceding the date of the instant certification, neither I nor any principals or key personnel of the Contractor who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of the subject contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or for the General Assembly, as defined in Conn. Gen. Stat. § 9-333b, except the contributions list below:

<table>
<thead>
<tr>
<th>Contributor</th>
<th>Recipient</th>
<th>Amount/Value</th>
<th>Date of Contribution</th>
<th>Contribution Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature: ___________________________  Date: ___________________________

Sworn and subscribed before me on this 5TH day of FEB 2007

______________________________  Notary Public
Commissioner of the Superior Court