Agreement Between
Mainline Information Systems, Inc. and the
Connecticut State University System
For Computer Hardware with maintenance.

This Agreement is made this \textbf{11th} day of \textbf{November} 2007, by and between Mainline Information Systems, Inc with an office at 1700 Summit Lake Drive, Tallahassee, Florida 32317 (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").

1. **Agreement:**
This Agreement, pursuant to an award made to the contractor based upon Contractors response to RFP CSUS-0298-, provides for specific computer products and services. This contract is extended to the Connecticut Colleges Purchasing Group (CCPG) at the contractor’s discretion.

2. **Term and Termination:**
The term of this agreement shall be from \textbf{November 11}, 2007 through June 30, 2009 with the option by CSUS to extend the contract for an additional one (1) year extension. All pricing discounts are the minimum discount allowable under this contract and will remain throughout the contract period or any renewal period.

This contract may be terminated, with thirty days written notice, for failure to deliver the required products and/or services, services not completed, or services not adequately or appropriately performed as determined by CSUS. 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 business days (5) of issuance or five business days (5) prior to delivery date.

3. **Pricing**
All pricing is list price minus the minimum discount stated below.
Any user under this contract may negotiate a higher discount or have the option to issue a separate Request for Proposal (RFP) at their discretion.
All users have the option to custom configure any product and have access to the contractor’s website for product information, pricing and configurations.
All installed software, shipping and delivery are included in the discounted price.
Service plans shall be available for all products under this contract and continued availability shall be offered for up to five (5) years after purchase on all products regardless of whether the initial purchase included service.
4. **Delivery and Payment**
The Contractor agrees to be responsible for 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. All standard shipping shall be FOB destination and payment shall be within 45 days of receipt of a proper invoice. 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.

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 so as to “save harmless” the State of Connecticut from any insurable cause whatsoever.

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.

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 sole and exclusive means for 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) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

10. **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 purpose 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.

11. **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.

(c) 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.
12. **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.

Executive Order No. 14: This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell, promulgated on April 17, 2006. Pursuant to this Executive Order, the Contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

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

Mainline Information Systems Inc.
By: [Signature]
Title: VP of Finance & Administration
Date: 10-19-07

Connecticut State University System
By: [Signature]
Title: C.I.O.
Date: 10/24/07

Statutory authority CGS 10-151b

Approved as to Form:
Office of the Attorney General of the State of Connecticut
By: [Signature]
Title: ASSOC. ATTY. GENERAL
Dated: 11/6/07
STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of $50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell’s Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:
Complete all sections of the form. Attach additional copies of this certification, if necessary, to provide full disclosure about any gifts made to any public official or employee of the awarding State agency. Sign and date form in the presence of a Commissioner of the Superior Court or Notary Public. Submit completed form to the awarding State agency at the time of contract execution.

CHECK ONE:

- [ ] Initial gift and campaign contribution certification.
- [ ] Annual update of initial gift and campaign contribution certification. (Multi-year contracts only.)

CERTIFICATION:  [ Number of Certifications Sworn and Subscribed On This Day: _____ ]

I, the undersigned, am the official authorized to execute the attached contract on behalf of the contractor (named below). I hereby certify that no gifts were made, as defined and described in C.G.S. §§ 4-250(1) and 4-252(c)(1), between the date (indicated below) that the awarding State agency began planning the project, services, procurement, lease or licensing arrangement covered by this contract and the execution date of this contract, except for the gift(s) listed below:

<table>
<thead>
<tr>
<th>Date of Gift</th>
<th>Name of Gift Giver</th>
<th>Name of Recipient</th>
<th>Value</th>
<th>Gift Description</th>
</tr>
</thead>
</table>

I further certify that neither I, nor any principals or key personnel of the contractor, nor any principals or key personnel of the agents of such contractor, know of any action by such contractor to circumvent the above prohibition on gifts by providing for any other principals, key personnel, officials, employees or agents of such contractor to provide a gift to any public official or employee, as described in C.G.S. §4-250(c).

I further certify that, on or after December 31, 2006, neither I, nor any principals or key personnel of the contractor, nor any principals or key personnel of the agents of such contractor, made a contribution to, or solicited a contribution on behalf of, any campaigns of candidates for statewide public office or the General Assembly.

I further certify that the contractor made the 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.

Printed Contractor Name

Signature of Authorized Official

Printed Name of Authorized Official

Awarding State Agency

Start Date of Agency Planning

Contract Execution Date

Commissioner of the Superior Court
or Notary Public

Kim Garner
Notary Public - State of Florida

Wayne Information Systems, Inc.

[Signature]

59-2960721

Federal Employer ID Number (FEIN) or Social Security Number (SSN)

10-10-07

Date

[Signature]

Oct 1st, 2007

[Signature]
STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [ Number of Affidavits Sworn and Subscribed On This Day: _____ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Consultant's Name and Title ___________________________ Name of Firm (if applicable) ___________________________

Start Date ___________ End Date ___________ Cost ___________

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 ___________________________

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

Printed Name of Bidder or Vendor ___________________________

Federal Employer ID No. (FEIN) or Social Security Number (SSN) ___________________________

Signature of Chief Official or Individual ___________________________

Date 10-10-07

Printed Name of Above ___________________________

Awarding State Agency Connecticut State Universi

Sworn and subscribed before me on this 10th day of October, 2007.

Commissioner of the Superior Court or Notary Public ___________________________

KIM GARNER
Notary Public - State of Florida
My Commission Expires Dec 15, 2008
Commission # DD 379953
Bonded By National Notary Assn.
RESOLUTION

I, Sherrie Kishbaugh, Vice President of Operations of Mainline Information Systems, Inc., a corporation organized and existing under the laws of the State of Florida (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on July 3rd, 2007, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED: That Bobbi Coffey, Vice President of Finance and Administration of Mainline Information Systems, Inc., is empowered and authorized to execute and deliver contracts on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has affixed her signature and the corporate seal of the Company this 19th day of October, 2007.

[Signature]

Sherrie Kishbaugh
Vice President of Operations
Mainline Information Systems, Inc.
RESOLUTION OF THE BOARD OF DIRECTORS
OF MAINLINE INFORMATION SYSTEMS, INC.
ELECTING OFFICERS

The undersigned, being the Director of Mainline Information Systems, Inc. (Mainline), a corporation organized and existing under the laws of the state of Florida, make the following resolutions that provides for the removal and election of Mainline officers pursuant to Article VII of the Mainline By-Laws:

RESOLVED, the individuals enumerated below shall henceforth be removed from their respective roles as officers of Mainline. Upon removal each individual shall no longer possess any authority implied or expressly granted to Mainline Officers including authority to sign on behalf of, represent or bind Mainline in any way.

S. Scott Moyer, Chief Financial Officer and Secretary

RESOLVED, the individuals enumerated below shall henceforth be elected and serve as officers of Mainline. Each individual, while acting in his respective capacity as an officer, shall possess the authority to contract on behalf of and represent Mainline in all commercial, contractual and other matters within the scope of Mainline’s business operations.

Sherrie Kishbaugh, Vice President of Operations
Bobbi Coffey, Secretary and Vice President of Finance and Administration

Each officer shall remain appointed until removed by the Board of Directors pursuant Article VII of the Mainline By-Laws.

Effective this 3rd day of July 2007.

Richard S. Kearney, Director
Mainline Information Systems, Inc.

Bernadette Kearney, Director
Mainline Information Systems, Inc.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 3rd day of July 2007, by Richard S. Kearney and Bernadette Kearney who are personally known to me.

Kim Garner, Notary Public

Notary Public - State of Florida
My Commission Expires Dec 15, 2008
Commission # DD 379953
Bonded By National Notary Assn.
DESIGNATION OF CORPORATE SIGNATORY AUTHORITY
FOR MAINLINE INFORMATION SYSTEMS, INC.

The undersigned being the sole shareholder of Mainline Information Systems, Inc. (Mainline), a
corporation organized and existing under the laws of the state of Florida, hereby grants
Corporate Signatory Authority to the individuals enumerated below. Corporate Signatory
Authority shall be the power to contract on behalf of, represent and bind Mainline with regard to
all matters for which the Authority is granted.

The individuals enumerated below constitute the exclusive list of Mainline employees granted
Corporate Signatory Authority and Mainline employees not specifically enumerated below shall
not possess Corporate Signatory Authority unless otherwise provided.

Each employee granted Corporate Signatory Authority herein shall possess such Authority only
in the limited categories of transactions designated to that particular employee below. The
Authority shall exist until such time as a particular individual no longer holds the office indicated
or the shareholders duly revoke such Authority.

The Corporate Signatory Authority to contract on behalf of, represent and bind Mainline in all 1)
Master Sales Agreements 2) Requests for Proposal, Request for Quotations and related binding
offers 3) Purchase Agreements 4) Finder Fee Agreements 5) Joint Ventures 6) Office Lease
Agreements 7) Nondisclosure Agreements 8) Master Service Agreements 9) Rental Agreements
10) Teaming Agreements 12) Equipment Trial Agreements 13) and any future sales and services
related agreements that shall be incorporated into the business operations shall be granted to:

Jimmy D. Fordham, Senior Vice President
Roger S. Luca, Senior Vice President
Rick Schultz, Senior Vice President
Bobbi Coffey, Secretary and Vice President of Finance and Administration
Sherrie Kishbaugh, Vice President of Operations

The foregoing list of documents is not intended as an exclusive list, and the officers enumerated
above shall have authority to represent and bind Mainline with regard to all other documents and
agreements that they may be presented in the normal course of business; provided, such
document or agreement does not result in the sale of Mainline or substantially all of Mainline’s
assets.

In addition, the Corporate Signatory Authority to contract on behalf of, represent and bind
Mainline on all Master Sales Agreements, Requests for Proposal, Request for Quotations and
related binding offers, Purchase Agreements, Finder Fee Agreements, Nondisclosure
Agreements, Master Service Agreements, Equipment Rental Agreements, Teaming Agreements,
and Equipment Trial Agreements shall be granted to Director of Business Operations, J. H.
Redd, Jr., on an as needed basis.

In addition, the Corporate Signatory Authority to contract on behalf of, represent and bind
Mainline in all 1) Employment Offer Letters and 2) Employment Agreements shall be granted to
Human Resource Director, Joyce Chastain, on an as needed basis.
In addition, the Corporate Signatory Authority to contract on behalf of, represent and bind Mainline in all 1) Proposals and other Company Sales Offerings 2) State Sales Tax Registration and Returns and Tax Related Documents and 3) Insurance Related Documents shall be granted to Corporate Controller, Alana Hollifield, on an as needed basis.

In addition, the Corporate Signatory Authority to contract on behalf of, represent and bind Mainline in all 1) Annual Reports and 2) State Sales Tax Registrations and Returns and Tax Related Documents shall be granted to Tax Director, Kendall Coates, on an as needed basis.

By Signature hereto each of said Mainline employees agrees not to represent that he or she has authority to bind Mainline to agreements not authorized herein and not to execute said agreements on behalf of Mainline.

Dated this 16th day of August 2007.

Richard S. Kearney, Sole Shareholder
Mainline Information Systems, Inc.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16th day of August 2007 by Richard S. Kearney who is personally known to me.

Kim Garner, Notary Public

In consideration of the grant of Corporate Signatory Authority to each of them and in witness whereof, the employees have signed below to evidence their agreement to abide by the terms of their designation:

Jimmy D. Fordham

Dated: 8/14/07
Roger S. Luca

Dated: 8/10/07

Rick Schultz

Date: 8/10/07

Joyce Chastain

Dated: 8/10/07

Sherrie Kishbaugh

Dated: 8/10/07

Bobbi Coffey

Dated: 8/10/07

Alana Hollifield

Dated: 8/10/07

Kendall Coates

Dated: 8/10/07

J. H. Redd, Jr.

Dated: 8/10/07

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16th day of August 2007 by Jimmy D. Fordham, Roger S. Luca, Rick Schultz, Joyce Chastain, Sherrie Kishbaugh, Bobbi Coffey, Alana Hollifield, Kendall Coates and J. H. Redd, Jr. who are personally known to me.

Kim Garner, Notary Public

KIM GARNER
Notary Public - State of Florida
My Commission Expires Dec 15, 2008
Commission # DD 3799533
Bonded By National Notary Assn.
NONDISCRIMINATION CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I, Bobbi Coffey, Vice President of Finance and Administration, of Mainline Information Systems, Inc., an entity lawfully organized and existing under the laws of Florida, do hereby certify that the following is a true and correct copy of a resolution adopted on the 10th day of October, 2007 by the governing body of Mainline Information Systems, Inc., in accordance with all of its documents of governance and management and the laws of Florida, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That Mainline Information Systems, Inc., hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this 20th day of October, 2007.

[Signature]

Effective June 25, 2007