Agreement Between
DELL Higher Education and the
Connecticut State University System
For Dell Products

This Agreement is made this 20th day of November, 2007, by and between Dell Marketing, LP with an office at One DELL Way, Round Rock, Texas 78682 (hereinafter the “Contractor”, or “DELL”) 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 CSU 0298, provides for DELL products and product lines, 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 all state of Connecticut Higher Education entities.

2. Term and Termination:
The term of this agreement shall be from 11/20/07 through July 31, 2009 with the option by CSUS to extend the contract for an additional one (1) year extension.

This contract may be terminated, with thirty days written notice, for failure to deliver the required products 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 days (5) of issuance or five days (5) prior to delivery date.

3. 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.

4. Pricing
Dell’s minimum discount off Dell’s published price list offered to CSUS for the following specified Dell Product Lines are as follows: Lower pricing may be offered to CSUS by Dell at anytime. And CSUS reserves the right to negotiate quantity discounts beyond those contained herein.
OptiPlex: 32%
Latitude: 32%
PowerEdge: 37%
5. **Limitation of Liability**

DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DELL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, DELL IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

**State of Connecticut Terms and Condition**

6. **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.

7. **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.

8. **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.

9. **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.
10. **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.

11. **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
thereo 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.

12. 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.


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

Dell
By: Allison Ake
Title: Contracts Consultant Date: 10/23/07

CSUS
By: George Kahkedy
Title: C.I.O. Date: 10/24/07

Approved as to Form:
Office of the Attorney General of the State of Connecticut
By: Assoc. Atty. General Date: 11/29/07
STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than $500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☒ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.


Signature
Allison Akers

Date
10/10/07

Printed Name
Allison Akers

Title
Contracts Consultant

Firm or Corporation (if applicable)
Dell Marketing L P

City
Round Rock

Street Address
701 Dell Way

State
TX

Federal Employer ID Number (FEIN) or Social Security Number (SSN)
74-2616805

Awarding State Agency

Zip
78682
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.

Dell Marketing LP

Printed Name of Bidder or Vendor

74-2616805

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

Signature of Chief Official or Individual

Date

Printed Name (of above)

Awarding State Agency

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

JILL HENDERSON

Notary Public, State of Texas

My Commission Expires

March 03, 2010

Commissioner of the Superior Court

or Notary Public
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, Allison A. Ross (President) of Dell Medical LP, an entity lawfully organized and existing under the laws of Texas, do hereby certify that the following is a true and correct copy of a resolution adopted on the 14th day of Sept., 2007, by the governing body of Dell Medical LP, in accordance with all of its documents of governance and management and the laws of Texas, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

Please see attached

WHEREFORE, the undersigned has executed this certificate this 0th day of Oct., 2007.

Signature

Effective June 25, 2007
DELL MARKETING L.P.

CONSENT OF THE SOLE GENERAL PARTNER

September 7, 2007

The undersigned, as sole general partner of Dell Marketing L.P., a Texas limited partnership (the “Partnership”), hereby adopts the following resolution:

It shall be the Partnership’s policy to support the nondiscrimination agreements and warranties required under Conn. Gen. Stat. § 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, as those statutes may be amended from time to time.

In witness whereof, the undersigned has executed this Consent of Sole General Partner, effective as of the date first written above.

DELL MARKETING GP L.L.C.,
as sole general partner

By: ____________________________
    Thomas H. Welch, Jr.
    Sole Manager