



**UNIVERSITY OF CONNECTICUT
PURCHASE ORDER**

Issued by: Purchasing Department
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Fax: (860) 486-5051

Vendor shall review the terms and conditions of this order, as listed below and attached. Vendor's shipment against this order constitutes acceptance. Exceptions to terms and conditions must be in writing BEFORE shipment.

1. Goods subject to return if inferior to specifications or reasonable standard of quality.
2. Contractor agrees not to make any reference to the University of Connecticut (UConn), in any advertisement, solicitation, or announcement without expressed written consent of UConn.
3. This order is exempt from Federal Excise Taxes (registration # 06-730435-K).
4. This order is exempt from Connecticut Sales Tax (tax exempt # 06-0772160 UOC67000).

BILLING INSTRUCTIONS TO VENDOR 1. Payment terms are 2% 15 days, net 45 days, unless otherwise noted to the right in the cash discount terms box of this PO 2. Claims against the University of Connecticut must be presented on a 2-part Vendor invoice, mailed to our Accounts Payable Department at the address to the right.		SEND INVOICES TO: UNIVERSITY OF CONNECTICUT ACCOUNTS PAYABLE DEPT. 3 North Hillside Road Unit 6080 STORRS, CT. 06269-6080 PHONE - (860)486-4137 FAX - (860)486-5803		VENDOR: Please mark all your packages and invoices clearly with your Name and our Purchase Order Number. Invoices presented without PO numbers may be returned.		PURCHASE ORDER # P816412-3 <hr/> DATE OF ORDER 12/06/2007			
VENDOR FEIN/SSN 050-48-1955		VENDOR: If FEIN/SSN is not correct please contact Purchasing Department		F.O.B. (Delivered unless noted here) Destination-Prepaid		CASH DISCOUNT TERMS NET 30 DAYS		DELIVERY DATE 12/21/2007	

VENDOR NAME AND ADDRESS V0000837110 LIGHTHOUSE COMPUTER SVCS INC SUITE 205 6 BLACKSTONE VALLEY PLACE LINCOLN RI 02865		SHIP PREPAID TO: UNIVERSITY OF CONNECTICUT UNIV INFO TECHNOLOGY SERVICES ATTN: JOANNE MOORE, DESMARAIS BUSINESS OFFICE ROOM M049 196 AUDITORIUM ROAD UNIT 3138 STORRS CT 06269-3138 PHONE: (860)486-1417	
--	--	---	--

RO	VENDOR'S QUOTE REFERENCE	DATED	CONTRACT AWARD NO.		CONTRACT PERIOD	
			FROM	TO	FROM	TO
	SEE BELOW/PG					
ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT PRICE	AMOUNT	
001	PER OUR RFP PG083007 DATED 9/21/07 AND LIGHTHOUSE PRICING PROPOSAL DATED 10/23/07. DATA WAREHOUSE HARDWARE INFRASTRUCTURE PER THE ATTACHED SPECIFICATIONS.	LOT	1	767573.00	767573.00	
002	CONFIGURATION CONTAINS THE FOLLOWING: CONFIGURATION #1 SERVER #1 9119-590 7.2.5 SERVER:9119 MODEL 590 5692-A5L SYSTEM SOFTWARE 5765-G03 AIX 5L V5.3					
003	5765-G31 PARTITION LOAD MANAGER 5765-G34 VIRTUAL I/O SERVER 5773-PL3 PARTITION LOAD MANAGER SW 5773-SM3 SOFTWARE MAINTENANCE FOR AIX 5773-VI3 VITUAL I/O SERVER MAINTENANCE					
004	HMC #1 7042-CR4 HMC 1:7042-CR4 RACK-MOUNTED HARDW MGMT. CONSOLE 5773-RS3 SOFTWARE SUPPORT HMC #2 7042-CR4 HMC 2:7042-CR4 RACK-MOUNTED HARDW MGMT. CONSOLE 7316-TF3 IBM 7316-TF3 RACK-MOUNTED FLAT PANEL CONSOLE KIT					
	5773-RS3 SOFTWARE SUPPORT 25M LC-LC FIBER CHANNEL CABLES - 12 5 YEAR 24X7 MAINTENANCE FOR SERVER #1 5 YEAR 24X7 MAINTENANCE FOR HMC #1 5 YEAR 24X7 MAINTENANCE FOR HMC #2 YEARS 4 & 5 - 24X7 SWMA FOR SERVER #1 YEARS 4 & 5 - 24X7 SWMA FOR HMC #1 YEARS 4 & 5 - 24X7 SWMA FOR HMC #2					
					TOTAL	767573.00

By accepting this purchase order, your firm certifies that it has adopted a policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes, Sections 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.

APPROVED BY AUTHORIZED AGENT (Signature)



**UNIVERSITY OF CONNECTICUT
PURCHASE ORDER**

Issued by: Purchasing Department
3 N. Hillside Rd. Unit 6076
Storrs, CT 06269-6076
Fax: (860) 486-5051

**CONTINUATION
SHEET**

VENDOR: Please mark all your packages
clearly with your name and our
Purchase Order Number



P816412-3

VENDOR NAME

**LIGHTHOUSE COMPUTER SVCS INC
SUITE 205**

Vendor shall review the terms and conditions of this order, as listed below and attached. Vendor's shipment against this order constitutes acceptance. Exceptions to terms and conditions must be in writing **BEFORE** shipment.

ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT PRICE	AMOUNT
	<p>DIRECT ALL PURCHASE INQUIRIES TO: PENNY GUERIN (860)486-2621</p> <p>***** DUE TO LIMITED ACCESS TO SOME DESTINATIONS ON CAMPUS, PLEASE INSTRUCT SHIPPERS TO USE STRAIGHT-BODIED BOX TRUCKS, WITH LIFT GATES FOR THIS ORDER!! *****</p>				

STATE of CONNECTICUT TERMS and CONDITIONS

STATUTORY AUTHORITY: 4a-52a, 10a-104, 10a-108 and 10a-151b

GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

CERTIFICATION: The State of Connecticut requires certification that the signatory has the legal authority to sign Agreements for the Contractor.

EQUAL OPPORTUNITY: THE UNIVERSITY OF CONNECTICUT is an equal opportunity employer.

FORCE MAJEURE: If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

INDEMNIFICATION: The Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of this agreement.

CLAIMS AGAINST THE STATE: Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

EXECUTIVE ORDERS: This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The CONTRACTOR agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The Parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and 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 in regard to listing all employment openings with the Connecticut State Employment Service.

This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Agreement, as part of the consideration hereof, agree that

(a) 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 (b):

(b) 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.

(c) 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.

(d) The CONTRACTOR shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The CONTRACTOR shall insure and require that all employees are aware of such work rules.

(e) The CONTRACTOR agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

This Agreement is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:

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 Agreement is subject to the provisions of Executive Order No. Fourteen of Governor M. Jodi Rell, promulgated on April 17, 2006.

All state agencies in the executive branch covered by this Executive Order shall, wherever feasible, in a manner that is financially feasible, commercially reasonable and practicable, immediately transition to environmentally and health-friendly cleaning and/or sanitizing products. Such transition shall be

accomplished as soon as possible and in a manner that avoids the waste of existing inventories, accommodates establishment of supply chains for new products, enables the training of personnel in appropriate work practices, and allows the phase-out of products and practices inconsistent with this Executive Order. All state agencies in the executive branch and all higher education agencies and institutions, shall, when procuring or contracting for cleaning and/or sanitizing services provide in such contracts or procurement agreements, require Contractors of the State or persons or entities providing cleaning and/or sanitizing services to the State to use cleaning and/or sanitizing products having properties that minimize potential impacts to human health and the environment, consistent with maintaining clean and sanitary facilities.

REQUIRED AFFIDAVITS: The State of Connecticut requires a notarized Gift Affidavit, Consulting Agreement Affidavit and a Campaign Contribution Certification for all Agreements in the amount of \$50,000 or more in one fiscal or calendar year.

NON-DISCRIMINATION: Contractor agrees to comply with the provisions of Sec. 4a-60 of the Connecticut General Statutes:

Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(a) Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, color, religious creed, age, marital or civil union status, national origin, sexual orientation, ancestry, sex, mental retardation, mental disability, genetic information or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that the employees are treated when employed without regard to their race, color, religious creed, age, marital or civil union status, sexual orientation, national origin, ancestry, sex, mental retardation, mental disability, genetic information or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor to state that 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 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 advising the labor union or worker's 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 sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (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 related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For 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 persons: (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 member of a minority, as such term is defined in subsection (a) of section (32-9n); and "good faith efforts" shall include, but shall 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.

(c) Determination of a Contractor's good faith efforts shall include but 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 other such reasonable activities 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 (a) 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 the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any 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.

Contractor further agrees to comply with the provisions of Sec. 4a-60a of the Connecticut General Statutes:

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of 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; (2) 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; (3) 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; (4) 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.

(b) The contractor shall include the provisions of subsection (a) 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.

PUBLIC ACT 07-01

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the state Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. [SEEC Form 11]

FEDERAL GOVERNMENT SUBCONTRACT PROVISIONS:

- A. The following provisions apply regardless of the amount of this order:
 - 1. Equal Opportunity - FPR 1-12.803.2
 - 2. Pricing of Adjustment - FPR 1-7.102.20
 - 3. Preference for U.S. Flag Air Carriers - FPR 1-1.323-2
 - 4. Use of U.S. Flag Commercial Vessels - FPR 1-19.108-2 and
 - 5. Disputes - FPR 1-7.102-12
- B. The following provisions apply if the amount of this order exceeds \$2,500:
 - 1. Contract Work Hours & Safety Standards Act - Overtime Compensation - FPR 1-12.303 and
 - 2. Affirmative action for Handicapped Workers - FPR 1-12.1304-1
- C. The following provisions apply if the amount of the order exceeds \$10,000:
 - 1. Listing of Employment Openings - FPR 1-12.1102-2
 - 2. Utilization of Small Business and Small Disadvantaged Business Concerns - DAR 7-104.14(a)
 - 3. Utilization of Women Owned Business Concerns - DAR 7-104.52
 - 4. Audit and Records - FPR 1-3.814.2 and
 - 5. Utilization of Labor Surplus Area Concerns - FPR 1-1.805-3(a)
- D. The following provisions apply if the amount of this order exceeds \$100,000:
 - 1. Price Reduction for Defective Cost or Pricing Data - FPR 1-3.814-1
 - 2. Subcontractor Cost or Pricing Data - FPR 1-3.814-3 and
 - 3. Clean Air and Water - FPR 1-1.2302-2
- E. The following provisions apply if the amount of this order exceeds \$500,000:
 - 1. Small Business Subcontracting Program - FPR 1-1.710-3(b) as modified by PL 95-507
 - 2. Labor Surplus Area Subcontracting Program - FPR 1-1.805.3(b)
 - 3. Subcontracting Plan for Small Business and Small Disadvantaged Business Concerns - DAR 7-104.14(b)

ADDITIONAL FEDERAL GOVERNMENT SUBCONTRACT PROVISIONS:

(DAR regulations apply only to purchases made for Department of Defense contracts)

- A. The following provisions apply if the order involves design, development or research:
 - 1. Rights in Technical Data and Computer Software - DAR 7-104.9(a) and (l)
 - 2. Restrictive Marking on Technical Data - DAR 7-104.9(p)
 - 3. Notice & Assistance Regarding Patent & Copyright Infringement - FPR 1-7.103-4
 - 4. Authorization & Consent - DAR 7-302.21
 - 5. Patent Rights Clause - Acquisition by the Government - FPR 1-9.107-(a) or Patent Rights Clause - Retention by the Contractor - FPR 1-9.107-5(b) or Patent Rights Clause - Deferred - FDR 1-9.105(c) or in the case of an order under NASA prime contract use NASA New Technology Clause or in case of an order under a DOE Prime Contract use DOE PR 9-9.107-5(a).
 - 6. Acknowledgement of Sponsorship under DOD Prime Contract: The Contractor agrees that in the release of information relating to this contract such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the agency set forth in the Schedule of this contract, and that the content of the information does not necessarily reflect the position or the policy of the government and no official endorsement should be inferred. For the purpose of this clause "information" includes but is not limited to news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, etc. Nothing in the foregoing shall affect compliance with the requirements of the clause of this contract entitled "Military Security Requirements". The Contractor further agrees to include this provision in any subcontract awarded as a result of this contract.
Publication of Results under DOE Prime Contracts:
Research results obtained under this contract shall be made available to all through normal and accepted channels without restriction except no restricted Data as defined in the Atomic Energy Act of 1954, as amended, or other classified information shall be disclosed to unauthorized persons. Published results shall indicate that the research was supported by the Commission. A copy of each article submitted by the Contractor for publication shall be promptly sent to the Commission. The Contractor shall also inform the Commission when the article is published and furnish six copies of the article as finally published. It is recognized that during the course of the work hereunder or subsequent thereto, the Contractor, its employees or its subcontractors, may, from time to time, desire to publish, within the limit of security requirements, information regarding technical or scientific developments arising in the course of the contract. In order that public disclosure of such information will not adversely affect the patent interest of the Commission, such information shall thereafter be withheld from public disclosure for a period of four months unless the Commissioner approves earlier release.
 - 7. Priorities, Allocations and Allotments - DAR 7-104.18
- B. The following provisions apply if classified material is involved:
 - 1. Filing Patent Applications - DAR 7-104.6 and
 - 2. Military Security Requirements - DAR 7-104.12

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) 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, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties-Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

3/23/07