

CONTRACT AWARD
RFP-38 Rev. 3/12/14
Prev. Rev. 1/3/14

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

Tony Deluca
Contract Specialist

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

860-713-5070
Telephone Number

CONTRACT AWARD NO.:

13PSX0170

Contract Award Date:

12/1/2014

RFP Due Date:

9 October 2013

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Nationwide ARC Employer Database**

FOR:
Department of Labor

TERM OF CONTRACT:
12/1/2014 through 11/30/17

AGENCY REQUISITION NUMBER:

| IN STATE (NON-SB) CONTRACT VALUE | DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE | OUT OF STATE CONTRACT VALUE | TOTAL CONTRACT AWARD VALUE |
|-------------------------------------|--|--------------------------------|-------------------------------|
| N/A | N/A | \$2,400,000.00 | \$2,400,000.00 |

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Infogroup, Inc.**

Company Address: **1020 e 1st Street, Papillion, NE 68046-7611**

Tel. No.: **800.555.5211 - Corporate**

Tel. No.: **402.598.1066 Cell***

Tel. No.: **n/a**

Contact Person: **Jim Winner , Vice President, Government Group***

Fax 402.537.6199

Contact Person Address: **900 17th Street NW, Suite 410 Washington, DC 20005**

Company E-mail Address and/or Company Web Site: **jim.winner@infpgroup.com**

Remittance Address: **as above**

Certification Type (SBE, MBE or None): **None**

Certification Type (SBE, MBE or None): **n/a**

Certification Type (SBE, MBE or None): **n/a**

Prompt Payment Terms: **0% 00 Net 45**

APPROVED _____

CAROL WILSON

Director of Procurement

(Original Signature on Document in Procurement Files)

CONTRACT

13PSX0170

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

INFOGROUP

Awarded Contractor

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This Contract (the "Contract") is made as of the Effective Date by and between, Infogroup, Inc., (the "Contractor,") with a principal place of business at 1020 E 1st Street Papillion, NE 68046-7611, acting by Gretchen Littlefield, its President – Nonprofit Division and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Tony DeLuca, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (b) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.

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- (e) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.
 - (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
 - (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
 - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
 - (l) Proposal: A submittal in response to a Request for Proposals.
 - (m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
 - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from 12/1/14 through 11/30/17. The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a

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combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.

3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as “Perform” and the “Performance.
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
 - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
 - (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.
5. Rejected Items; Abandonment.
 - (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:
 - (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;

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- (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
 - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

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- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

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11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.
 - (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
 - (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.
 - (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
 - (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.

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- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

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

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform.

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The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.
23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

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24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
 - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;

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- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all

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appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;

- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the

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amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in

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it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

33. Non-discrimination.

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "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;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "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 members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

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(10) "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.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order

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issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

- (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 relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; 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 Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
- (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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

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(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 Connecticut General Statutes § 46a-56; and

(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 Connecticut General Statutes § 46a-56.

(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 Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

34. Tangible Personal Property.

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

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- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
36. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659

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Attention: Contract 13PSX0170, Contract Specialist

If to the Contractor:

COMPANY NAME: Infogroup, Inc.
NAME: Jim Winner, Vice President
ADDRESS Line 1: 1020 E 1st Street
ADDRESS Line 2: Government Division
City, State and Zip: Papillion NE 68046-7611
Attention: Company: as above
Signatory Name: Jim Winner
Title: Vice President

37. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

(d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

(e) Reserved

(f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

(g) Claims Made: Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

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

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39. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

40. Parties. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

41. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a) its certificate of incorporation or other organizational document;
- b) more than a controlling interest in the ownership of the Contractor; or
- c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

43. Audit and Inspection of Plants, Places of Business and Records.

- (a) Audit and Inspection of Plants, Places of Business and Records. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit

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and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

- (d) All audits and inspections shall be at the State's expense.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
47. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
 - (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder

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of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.
50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.
51. Cross-Default.
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

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- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.
52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
56. Certification as Small Contractor or Minority Business Enterprise.
57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(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 Contract 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
58. Health Insurance Portability and Accountability Act.
59. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

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- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency or any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Audit Requirements for Recipients of State Financial Assistance.

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IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Infogroup, Inc.

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: Gretchen Littlefield
Print or Type Name

Name: Carol Wilson
Print or Type Name

Title: President Nonprofit Division

Title: Division Director

Date: _____

Date: _____

Description of Goods & Services and Additional Terms & Conditions

Contractor shall provide to the Client Agency (being the Connecticut Department of Labor and referred to in this Exhibit as the "Department") and any Participating Entity access to and use of the ARC Employer Database and the ARC Employer Database DVD. The ARC Employer Database (also referred to in this Exhibit as "Database") and the ARC Employer Database DVD are proprietary products owned by Contractor and licensed to the Department and Participating Entities. Nothing in this Contract shall be construed as conveying or transferring title or ownership of the Database or the ARC Employer Database DVD to the Department or Participating Entities nor shall either be deemed Records for the purposes of this Contract. Any terms not expressly defined in this Exhibit will have the meaning assigned in the Infogroup ARC Employer Database License Agreement (the "License Agreement"), attached hereto as Attachment C and made a part hereof, or in the Contract.

1. Participating Entity

Participating Entity: The agency or designated unit within the agency responsible for workforce and labor market information as defined under section 15(e) of the Wagner-Peyser Act in each U.S. state, the District of Columbia, U.S. Virgin Islands, Puerto Rico, and Guam, and the ETA, that has entered into the License Agreement with the Contractor for use of the ARC Employer Database.

- a. Participating Entities must sign the License Agreement in order to receive Goods and Services under this Contract.

2. Product Requirements

- a. The Contractor shall provide the entire Uncompressed Database, in the record layout and ASCII delimited format prescribed by the Department, by FTP and DVD. Alternative delivery methods may be provided. The Contractor shall provide Participating Entities with the means to download the entire Database or to selectively download data for one or more states.
- b. The Contractor shall provide the ARC Employer Database DVD with applications facilitating the retrieval, display, extraction, downloading and printing of records from the Database. The DVD must be compatible with computers and networks running the Windows operating system. The ARC Employer Database DVD must conform to the following:
 - i. The data retrieval and display facility shall provide a search mechanism through which multiple data elements and multiple field values of a data element can be searched simultaneously. Examples of search criteria include business name, phone number, state, county, minor civil division, zip code, employment, industry and North American Industry Classification System (NAICS) code.
 - ii. The extract and download function shall provide the capability for the User to selectively download data from the Database to the User's computer and

download the entire record for each employer establishment or selected fields from the record for each establishment.

- iii. The User shall be able to print search results.
 - iv. The Department shall determine how applications will function. Upgrades will be mutually determined by the Department and the Contractor.
- c. The Department's and Participating Entity's right to use the Database and DVD for the identified Uses and Users shall be for a period of fifteen (15) months from and after the issuance of each updated Database. This right shall survive the termination or expiration of the Contract.
- d. The Contractor must provide three (3) specifically defined levels of User access to the Database: Participating Entity, Intermediate User, and End User.

3. Data Requirements

The Contractor shall ensure the data in the Database conforms to the following requirements:

- a. The Database must include data for all fifty (50) U.S. states, the District of Columbia, Puerto Rico, the Virgin Islands and Guam. The Database shall include all types and sizes of public and private sector employer establishments for the United States.
- b. The Database must contain only one record for a business establishment.
- c. The Database must contain all data elements identified in Attachment A. The Contractor shall supply the Database using the record layout, field names and field values specified in Attachment A and shall make modifications to the Database specifications that may be required from time to time by the Department.
- d. The Database must provide geographic latitude and longitude coordinates for each business establishment at the precision level that identifies the site/street address for that establishment whenever a physical address is available. The geographic coordinates may not be less precise than ZIP+4 Centroid.
- e. U.S. Postal Service standards shall be used in populating the address fields for business establishments. The following address types may be used in the Database: physical, mailing, and landmark. The Database shall provide a minimum of one (1) of these address types per establishment and shall provide other types of addresses as available.
- f. The Database must provide contact information for each employer record, and it must be that of the Human Resource/Personnel officer or comparable position, if such contact is available. If not available, another contact must be provided and it should be the most likely contact for employment.

- g. The Database must contain industry classification codes for each business establishment from the most current version of the North American Industrial Classification System (NAICS). Direct assignment of NAICS codes to business establishments is strongly encouraged rather than automated cross-matches from other code assignments..
- h. The Database must contain the township codes for the New England states. The Department will work with the Contractor to supply the township codes as needed.

4. Distribution Requirements

- a. The Contractor shall provide the initial full Database and ARC Employer Database DVD to the Department and Participating Entities within 60 days of the Effective Date, in accordance with the implementation schedule attached to this Contract as Attachment B.
- b. The Contractor shall update and deliver the Database and ARC Employer Database DVD at least once every six (6) months following the initial delivery of the Database. Each update must include the entire contents of the Database, not just records which have changed or been added since the immediately previous delivery.
- c. With each delivery of the Database during the Term, the Contractor shall provide to the Department a count, by state and for the United States, of (i) the total number of business establishments, (ii) the number of business establishments added to and removed from the Database since the immediately previous update, and (iii) the total number of records and fields updated in the Database since the immediately previous delivery.
- d. The Contractor shall provide the Uncompressed Database in the layout prescribed in Attachment A and ASCII delimited format to the Department and Participating Entities by FTP and on DVD. Contractor, in its discretion, may offer the Uncompressed Database in other forms of electronic media or delivery methods in addition to FTP and DVD.
- e. The Contractor shall distribute the ARC Employer Database DVDs to the Department and Participating Entities in the quantities requested by each Participating Entity.
- f. The Contractor shall provide to the Department a count of the DVDs provided to each Participating Entity with each delivery. All distribution costs are the sole cost and responsibility of the Contractor.
- g. At the option of each Participating Entity, the Contractor shall provide a Participating Entity with Internet access to the Infogroup databases via API. Arrangement for API services shall be made between a Participating Entity and the Contractor independent of this Contract and in accordance with the pricing shown in Exhibit B.

5. Service Levels

Contractor shall comply with the service levels set forth in Attachment D.

6. Evaluation & Acceptance

a) Any Goods furnished by Contractor under the terms of this Contract will be subject to review and acceptance by Department within 30 days after receipt of such Goods. If the Department does not provide acceptance or notice of non-conformity, any Good is deemed accepted. Contractor shall correct any non-conformity within 30 days.

b) The acceptance date for a Good shall be the date of written notice of acceptance of the Good from Department to Contractor.

7. Payments and Credits

a) The Department shall pay for Goods only upon acceptance of the Goods and receipt of a properly documented invoice from the Contractor.

b) The parties acknowledge that federal funding is being used for the acquisition of the product and services provided under this Contract. As a result, the State cannot make necessary payments until it has received the necessary federal money. If the State has not received the federal money at the time the Contractor submits an invoice, the 45 day period described above will not begin until the State receives the federal money. If the State receives the federal money after it receives the invoice, the State shall pay the invoice within 21 days of receiving the federal money.

c) Unless otherwise agreed to in writing, the Contractor shall not be entitled to receive any other payment or compensation from the State or Licensees for any products or services provided by or on behalf of the Contractor under this Contract, except with respect to the options identified in Exhibit B that Licensees may choose to purchase at their own expense.

EXHIBIT B –PRICE SCHEDULE

| | | | | | |
|-----------------------------------|--|--|---------------------------|-------------------------------------|--|
| CONTRACTOR NAME: Infogroup | | | | | |
| DELIVERY: As specified | | | TERMS: Net 45 Days | CASH DISCOUNT*: 0 % n/a Days | |

| ITEM # | DESCRIPTION OF COMMODITY AND/OR SERVICES | QUANTITY | UNIT OF MEASURE | UNIT PRICE | TOTAL PRICE |
|--------|---|-------------------|-------------------|-------------------|---------------------------|
| 1 | All inclusive cost of all products and services for initial implementation. | 1 | Each | All inclusive | \$0.00 |
| 2 | Updates for year 1. All inclusive cost of all products and services. | | Each | All inclusive | \$400,000 |
| | TOTAL FOR YEAR 1 | <u>N/A</u> | <u>N/A</u> | <u>N/A</u> | <u>\$400,000</u> |
| 3 | Products and services for year 2. (Excluding Item #8) | | Each | | \$400,000 |
| 4 | Products and services for year 3. (Excluding Item #8) | | Each | | \$400,000 |
| | <u>TOTAL FOR YEARS 1 – 3</u> | <u>N/A</u> | <u>N/A</u> | <u>N/A</u> | <u>\$1,200,000</u> |
| 5 | Products and services for optional year 1. (Excluding Item #8) | | Each | | \$400,000 |
| 6 | Products and services for optional year 2. (Excluding Item #8) | | Each | | \$400,000 |
| 7 | Products and services for optional year 3. (Excluding Item #8) | | Each | | \$400,000 |
| | <u>TOTAL FOR OPTIONAL YEARS</u> | <u>N/A</u> | <u>N/A</u> | <u>N/A</u> | <u>\$1,200,000</u> |
| | <u>TOTAL FOR ALL YEARS</u> | <u>N/A</u> | <u>N/A</u> | <u>N/A</u> | <u>\$2,400,000</u> |
| 8 | Additional DVD's – Up to 4,000 with each delivery (excluding year 1 and the year 1 update that includes the 4,000 additional DVD's) | | Each | | \$0.00 |

The Department shall pay Contractor within forty-five (45) days of the acceptance date and receipt of Contractor's properly documented invoice, whichever is the later date, according to the schedule and amounts set forth in the following table. Amounts are in U.S. dollars and include the cost of all Goods and Services as provided in this Contract.

| Payment | Period | Amount |
|---------------------|-------------------|---------------|
| Year 1 – #1 | Initial | \$0 |
| Year 1 – #2 | Initial-Mar 2015 | \$400,000 |
| Year 2 – #1 | Apr 2015-Sep 2015 | \$200,000 |
| Year 2 – #2 | Oct 2015-Mar 2016 | \$200,000 |
| Year 3 – #1 | Apr 2016-Sep 2016 | \$200,000 |
| Year 3 – #2 | Oct 2016-Mar 2017 | \$200,000 |
| Option: Year 1 – #1 | Apr 2017-Sep 2017 | \$200,000 |
| Option: Year 1 – #2 | Oct 2017-Mar 2018 | \$200,000 |
| Option: Year 2 – #1 | Apr 2018-Sep 2018 | \$200,000 |
| Option: Year 2 – #2 | Oct 2018-Mar 2019 | \$200,000 |
| Option: Year 3 – #1 | Apr 2019-Sep 2019 | \$200,000 |
| Option: Year 3 – #2 | Oct 2019-Mar 2020 | \$200,000 |

EXHIBIT B – PRICE SCHEDULE FOR OPTIONAL PRODUCTS

| | |
|---------------------------------------|---|
| CONTRACTOR NAME: Infogroup | |
| DELIVERY: As specified by User | Terms: Net 45 Days Cash Discount: 0 |

| Option for use of the ARC Employer Database for Uses or Users not covered by the ARC Employer Database License Agreement | | | | |
|---|------------------------|----------------------------|--|-----|
| Item Description | Commercial Rate | EmpDb Discount Rate | % Discount from Commercial Rate | |
| <u>BUSINESS DATABASE</u> | | | | |
| U.S. business file - 30+ Million Records (Name, Address, Zip Code, Phone Number, Key Executive, Employee Size, Sales Volume, Latitude/Longitude, NAICS Code, full information available). Licensed use. Semi-annual update 30% charge. | | | | |
| 1-10,000 Minimum order | flat rate | \$1,600.00 | \$1,200.00 | 25% |
| 10,001 - 25,000 records | per record | \$ 0.223 | \$ 0.167 | 25% |
| 25,001 - 50,000 records | per record | \$ 0.197 | \$ 0.148 | 25% |
| 50,001 - 100,000 records | per record | \$ 0.155 | \$ 0.116 | 25% |
| 100,001 - 250,000 records | per record | \$ 0.137 | \$ 0.103 | 25% |
| 250,001 plus | per record | \$ 0.129 | \$ 0.097 | 25% |
| <u>HOUSEHOLD & RESIDENT DATABASE</u> | | | | |
| 225 Million+ U.S. resident file (Name, Address, Zip Code, Phone Number, Age, Income, Length of Residence, Homeowners, Credit Card Holder, Children, Marital Status, Mortgage Amount, Mortgage Date, Gender, Dwelling Size). Licensed use. Semi-annual update 30% charge. | | | | |
| 1-5,000 records. Minimum order | flat rate | \$ 500.00 | \$ 375.00 | 25% |
| 5,001 - 10,000 records | per record | \$ 0.103 | \$ 0.077 | 25% |
| 10,001 - 25,000 records | per record | \$ 0.086 | \$ 0.065 | 25% |
| 25,001 - 100,000 records | per record | \$ 0.060 | \$ 0.045 | 25% |
| 100,001 - 500,000 records | per record | \$ 0.052 | \$ 0.039 | 25% |
| 500,001 - 1MM records | per record | \$ 0.043 | \$ 0.032 | 25% |
| 1,000,001 - 5MM records | per record | \$ 0.026 | \$ 0.020 | 25% |
| 5,000,001 - 25MM records | per record | \$ 0.017 | \$ 0.013 | 25% |
| Over 25MM records | per record | \$ 0.013 | \$ 0.010 | 25% |

| Option for API access to Infogroup databases | | | |
|--|-----------|-----------|-----|
| <u>BUSINESS & RESIDENT FILES</u> | | | |
| API integration of Infogroup databases into Licensee's web environment. Daily updates. Annual fee. | \$ 25,000 | \$ 20,000 | 20% |



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* 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.

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

Civil Penalties – Up to \$2,000 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 possible consequences of their violations may also be subject to civil penalties of up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“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 December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative 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.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract 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 contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative 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.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, 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 calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative 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.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

ARC Employer Database
Table 1: Data Elements and File Layout

| ARC Column Name | ARC Description | ARC Data Type | Infogroup Column Name | Infogroup Data Type |
|-----------------|--|---------------|-------------------------|---------------------|
| stfips | fips state code | char(2) | STCODE | char(2) |
| areatype | fips township code, fips county code | char(2) | Township Code or CNTYCD | char(2) |
| area | fips county code or township code | char(6) | CNTYCD | char(6) |
| uniqueid | unique id (assigned by vendor) | char(9) | LOCNUM | char(9) |
| fein | federal employer identification number | char(9) | EIN | char(9) |
| lastupdate | last date the record was verified | char(6) | NEWY2K | char(6) |
| name | trade name | varchar(35) | CONAME | varchar(35) |
| addressP | Employer's physical location - street address | varchar(40) | ADDR | varchar(40) |
| cityP | Employer's physical location - city | varchar(30) | CITY | varchar(30) |
| stateP | Employer's physical location - state | char(2) | STATE | char(2) |
| zipcodeP | Employer's physical location - zip code | char(5) | ZIP | char(5) |
| zipplusP | Employer's physical location - zip code+4 | char(4) | ZIP4 | char(4) |
| latitude | Employer's physical location - latitude | numeric(11,6) | LATTDD | numeric(11) |
| longitude | Employer's physical location - longitude | numeric(11,6) | LONGDD | numeric(11) |
| geocode | Employer's physical location - geocode precision code. The precision of the longitude and latitude coordinates. (see Table 1A: Field Values) | char(1) | MATCHL | char(1) |
| censustract | census tract | char(6) | CENSUS | char(6) |
| censusblockgrp | census block group | char(1) | BLKGRP | char(1) |
| addressM | Employer's mailing address – street address | varchar(40) | SCADDR | varchar(40) |
| cityM | Employer's mailing address – city | varchar(30) | SCCITY | varchar(30) |
| stateM | Employer's mailing address – state | char(2) | SCSTAT | char(2) |
| zipcodeM | Employer's mailing address – zip code | char(5) | SCZIP | char(5) |
| zipplusM | Employer's mailing address – zip code+4 | char(4) | SCZIP4 | char(4) |

| | | | | |
|------------------|---|-------------|-------------------|-------------|
| addressL | Employer's landmark address – street address | varchar(40) | TEADDR | varchar(40) |
| cityL | Employer's landmark address – city | varchar(30) | TECITY | varchar(30) |
| stateL | Employer's landmark address – state | char(2) | TESTAT | char(2) |
| zipcodeL | Employer's landmark address – zip code | char(5) | TEZIP | char(5) |
| zipplusL | Employer's landmark address – zip code+4 | char(4) | TEZIP4 | char(4) |
| telenium | Employer's telephone number with area code | char(10) | PHONE | char(10) |
| cntctlname | Contact's last name | varchar(30) | LASTNM | varchar(30) |
| cntctfname | Contact's first name | varchar(30) | FIRSTNM | varchar(30) |
| cntcttitle | Contact's title (e.g. HR director, owner, president) | varchar(35) | Derive from TTLCD | varchar(35) |
| contacttitlecode | Contact's title code (see Table 1A: Field Values) | char(1) | TTLCD | char(1) |
| contactprotitle | Contact's professional title (see Table 1A: Field Values) | char(3) | PROTTL | char(3) |
| contactgender | Contact's gender code (see Table 1A: Field Values) | char(1) | GENDCD | char(1) |
| contactemail | Contact's email address | varchar(60) | MEXECEMAIL | varchar(60) |
| tollfreetele | Employer's toll-free telephone number | char(10) | PHN800 | char(10) |
| faxnumber | Employer's fax number | char(10) | FAX | char(10) |
| weburl | Employer's website address (URL) | varchar(40) | Use FOEURLPF | varchar(40) |
| busdesc | Business description (a one-line 'line of business' identifier) | varchar(45) | SICDES | varchar(45) |
| primarysic | Employer's primary SIC code | char(6) | PRMSIC | char(6) |
| sic2 | Employer's SIC code #2 | char(6) | SSIC1 | char(6) |
| sic3 | Employer's SIC code #3 | char(6) | SSIC2 | char(6) |
| sic4 | Employer's SIC code #4 | char(6) | SSIC3 | char(6) |
| sic5 | Employer's SIC code #5 | char(6) | SSIC4 | char(6) |
| primnaics | Employer's primary NAICS code | char(8) | NAICSCONV file | char(8) |
| naics2 | Employer's NAICS code #2 | char(8) | NAICSCONV file | char(8) |

| | | | | |
|----------------|--|--------------|--------------------|-------------|
| naics3 | Employer's NAICS code #3 | char(8) | NAICSCONV file | char(8) |
| naics4 | Employer's NAICS code #4 | char(8) | NAICSCONV file | char(8) |
| naics5 | Employer's NAICS code #5 | char(8) | NAICSCONV file | char(8) |
| privgovsta | Identifies whether the business is a government or private sector entity (see Table 1A: Field Values) | char(1) | Derive from GOVSEG | char(1) |
| locstat | Identifies the business location status (see Table 1A: Field Values) | char(1) | HDBRCH | char(1) |
| stockexchcode | Stock exchange code identifies the Stock Exchange where the business conducts trading activity (see Table 1A: Field Values) | char(1) | STKCDE | char(1) |
| stockticker | Stock ticker symbol is shown for companies that are trade on any public stock exchange or listed in the NASDAQ "over the counter" quotation system or other small exchanges (e.g., Chicago Mercantile) | char(6) | STKSYM | char(6) |
| whitecollarpct | Percentage of white collar employment | numeric(4,1) | WHCOLP | numeric(4) |
| whitecollarind | White collar indicator (see Table 1A: Field Values) | char(1) | WHCOLF | char(1) |
| empsizrng | Code for the number of employees that work at this business location, by range. (see Table 1A: Field Values) | char(2) | EMPSIZ | char(2) |
| empsizval | Number of employees who work at this location of the business | numeric(9) | LOCEMP | numeric(9) |
| empsizflg | Code identifying how the employment (empsizval) was derived. (see Table 1A: Field Values) | char(1) | Derive from EMPDRV | char(1) |
| annsalrng | Code for the estimated sales of the business at this location, in thousands, by range (see Table 1A: Field Values) | char(2) | SALVOL | char(2) |
| annsalval | Estimated annual sales volume of the business at this location | varchar(15) | SLSVDT | varchar(15) |
| annsalflg | Code identifying how the annual sales volume was derived. (see Table 1A: Field Values) | char(1) | | char(1) |
| yearest | Year the business at this location was established or identified and added to the database | char(4) | YREY2K or MYEY2K | char(4) |
| creditcd | Credit rating code: an indicator of a business's financial status, or probably ability to pay. (see Table 1A: Field Values) | char(1) | CREDIT | char(1) |
| hdqtrsld | The unique id of regional or subsidiary headquarters of the business to which this record pertains | char(9) | SUBNUM | char(9) |

| | | | | |
|------------------|---|---------|--------------------------------------|---------|
| parentid | The unique id of the corporate parent of the business to which this record pertains. This may be the immediate or a higher level U.S. corporate parent of the business. | char(9) | ULTNUM | char(9) |
| ultparentid | The unique id of the ultimate corporate parent to which this record pertains. This may be a higher level U.S. or foreign corporate parent of the business. Since all locations of a business have the same ultimate parent number, this field provides 'corporate ownership' linkage information. | char(9) | ULTNUM. If ULTNUM = Zeros then Blank | char(9) |
| foreignparentind | Foreign parent indicator (see Table 1A: Field Values) | char(1) | FORPAR | char(1) |
| exportimportind | Export Import indicator code indicates the type of services provided (see Table 1A: Field Values) | char(1) | IMPEXP | char(1) |
| businesstype | Indicates if the record represents a professional individual versus a firm. (see Table 1A: Field Values) | char(1) | INDFRM | char(1) |
| workathome | Work-at-home business (see Table 1A: Field Values) | char(1) | HOME | char(1) |
| releaseno | empdb release number | char(3) | | char(3) |

ARC Employer Database
Table 2: Field Values for selected Data Elements

| ARC Column Name | Field Value |
|------------------|---------------------------------------|
| annlsalflg | 1 = Collected from business source |
| | 2 = Estimated by Proposer |
| annlsalrng | A = 1 – 499 (all ranges in thousands) |
| | B = 500 – 999 |
| | C = 1000 – 2499 |
| | D = 2500 – 4999 |
| | E = 5000 – 9999 |
| | F = 10,000 - 19,999 |
| | G = 20,000 - 49,999 |
| | H = 50,000 - 99,999 |
| | I = 100,000 - 499,999 |
| | J = 500,000 - 999,999 |
| | K = 1,000,000+ |
| businessstype | 1 = Individual |
| | 2 = Firm |
| contactgender | F = Female |
| | M = Male |
| | Blank = Unknown |
| contactprotitle | CPA - Certified Public Accountant |
| | DC - Doctor of Chiropractic Medicine |
| | DDS - Doctor of Dental Surgery |
| | DO - Doctor of Osteopathic Medicine |
| | DPM - Doctor of Podiatry |
| | DVM - Doctor of Veterinary Medicine |
| | MD - Doctor of Medicine |
| | OD - Doctor of Optometry |
| | PE - Professional Engineer |
| | PHD - Doctor of Philosophy |
| contacttitlecode | 1 = Owner |
| | 2 = President |
| | 3 = Manager |

| | |
|--|---|
| | 4 = Executive Director |
| | 5 = Principal |
| | 6 = Publisher |
| | 7 = Administrator |
| | 8 = Religious Leader |
| | 9 = Partner |
| | A = Chairman |
| | C = Chief Executive Officer |
| | D = Board Member |
| | E = Chief Operating Officer (COO) |
| | F = Chief Financial Officer (CFO) |
| | G = Treasurer |
| | H = Controller |
| | I = Executive Vice President |
| | J = Senior Vice President |
| | K = Vice President |
| | L = Administration Executive |
| | M = Corporate Communications Executive |
| | N = IT Executive |
| | O = Finance Executive |
| | P = Human Resources Executive |
| | Q = Telecommunications Executive |
| | R = Marketing Executive |
| | S = Operations Executive |
| | T = Sales Executive |
| | V = Legal |
| | W = Executive Officer |
| | X = Manufacturing Executive |
| | Y = Purchasing Agent |
| | - = Sales |
| | ! = IT |
| | # = Finance |
| | \$ = Chief Administrative Officer (CAO) |
| | % = Chief Marketing Office (CMO) |
| | & = Business Development |
| | (= Director |
| |) = Executive |
| | . = International |
| | / = Manufacturing |
| | : = Educator |
| | ? = Office Manager |

| | |
|------------------|------------------------------------|
| | @ = CIO / CTO |
| | [= Operations |
| | \ = Marketing |
| |] = Other |
| | ^ = Human Resources |
| | _ = Site Manager |
| | { = Regional Manager |
| | + = Facilities |
| | = = Engineering/Technical |
| | > = General Manager |
| | |
| creditcd | A = Excellent |
| | B = Very Good |
| | C = Good |
| | U = Unknown |
| | I = Institution or government |
| | |
| empsizflg | 1 = Collected from business source |
| | 2 = Estimated by Proposer |
| | |
| empsizrng | A = 1-4 |
| | B = 5-9 |
| | C = 10-19 |
| | D = 20-49 |
| | E = 50-99 |
| | F = 100-249 |
| | G = 250-499 |
| | H = 500-999 |
| | I = 1,000-4,999 |
| | J = 5,000-9,999 |
| | K = 10,000+ |
| | |
| exportimportind | E = Export Services |
| | I = Import Services |
| | B = Both |
| | |
| foreignparentind | 1 = foreign affiliation |
| | Otherwise blank |
| | |
| geocode | 0 = Address |
| | 4 = Zip+4 centroid |

| | |
|----------------|---|
| | 2 = Zip+2 centroid |
| | X = ZIP code centroid |
| | If others are assigned, please identify them. |
| | |
| locstat | 0 = Single location firm |
| | 1 = Headquarters/home office |
| | 2 = Branch office |
| | 3 = Subsidiary headquarters |
| | |
| privgovsta | 1 = Federal |
| | 2 = State |
| | 3 = County |
| | 4 = Municipal |
| | 5 = Private |
| | |
| stockexchcode | 1 = NYSE |
| | 2 = ASE |
| | 3 = NASDAQ |
| | 9 = other |
| | |
| whitecollarind | 1 = Over 50% white collar employment |
| | Otherwise blank |
| | |
| workathome | 1 = home business |
| | Otherwise blank |

IMPLEMENTATION SCHEDULE

The initial provision of all required Goods and Services shall be made within 60 days of execution of this Agreement. Subsequent deliveries of the Database and DVD will be made every six months thereafter, on or about April 1 and October 1 each year, or at more frequent intervals as agreed to by the Department. Certain deliverables, including maintaining Service and Incident Response and API services, are required to be maintained in operation on an ongoing basis. Activity reports are also required.

The table and chart below show the tasks and timeframes within which the tasks will be performed with respect to the initial implementation of the requirements of this Agreement. In addition, the tasks related to Employer Database development, delivery, invoicing, reporting and servicing shall be performed within the same timeframes relative to each succeeding delivery of the Employer Database.

| | | |
|-----|---|---|
| i. | Initial Goods and Services | Number of days after contract signing |
| a. | A signed License Agreement from each prospective Licensee | 60 days |
| b. | Establishment of FTP delivery of the Database to each Licensee | 30 days |
| c. | Establishment of optional API services to Infogroup databases for Licensees | 30 days; and 20 days to establish and test each Licensee connection |
| d. | Delivery of the initial Database to each Licensee | 30 days, or upon receipt of a signed License Agreement |
| e. | Delivery of the DVD and associated software to each Licensee | 45 days, or upon receipt of a signed License Agreement |
| f. | Establishment of the Service and Incident Response required by this Agreement | 30 days |
| ii. | Subsequent Goods and Services | |
| a. | Delivery of the updated Database to each Licensee | April 1 and Oct 1 each year |
| b. | Delivery to the DVD with associated software to each Licensee | April 1 and Oct 1 each year |
| c. | Maintenance of FTP and optional API services to each Licensee | Ongoing |
| d. | Maintenance of Service and Incident Response required by this Agreement | Ongoing |
| e. | Submittal of two incident summary reports | At time of next Database delivery |
| f. | Submittal of a Database update report | At time of next Database delivery |
| g. | Submittal of a DVD delivery report | At time of next Database delivery |

| ARC Employer Database (EmpDB) Implementation Schedule | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|-----------------|-----|-----|--------|-----|-----|--------|-----|-----|--------|-----|-----|--------|-----|-----|---|-----|-----|--------|-----|-----|--------|-----|-----|--------|-----|-----|
| | | CONTRACT YEAR 1 | | | | | | | | | | | | | | | CONTRACT YEAR 2, 3; OPTION YEAR 1, 2, 3 | | | | | | | | | | | |
| | | 2014Q3 | | | 2014Q4 | | | 2015Q1 | | | 2015Q2 | | | 2015Q3 | | | YearQ4 | | | YearQ1 | | | YearQ2 | | | YearQ3 | | |
| | | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
| EmpDB License Agreement | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Obtain signed Agreements from Licensees | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| EmpDB Development | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Develop, build & test EmpDB Database (for each delivery) | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Develop & test EmpDB DVD product (for each delivery) | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Establish FTP mailbox for Licensees | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Establish optional API services | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| EmpDB Delivery | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Distribute uncompressed EmpDB via FTP | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Distribute EmpDB DVDs via land delivery | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Enable/maintain API services | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| EmpDB Invoicing (semi-annual) | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Upon approval of deliverables, submit invoice to CT | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| EmpDB Reporting | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Submit Incident summary report to CT (semi-annual) | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Submit DVD delivery report to CT (semi-annual) | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Submit database update report to CT (semi-annual) | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| EmpDB Servicing | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Help Desk/Phones Lines for Service & Incident Response | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

ATTACHMENT C – LICENSE AGREEMENT

**INFOGROUP
ARC EMPLOYER DATABASE LICENSE AGREEMENT**

This ARC Employer Database License Agreement ("LICENSE AGREEMENT") made and entered into as of _____, 2014 (the "License Agreement Effective Date") by and between Infogroup Inc. ("Infogroup" or "Licensor"), whose business address is 1020 East 1st Street, P.O. Box 27347, Papillion, Nebraska 68046 and _____ (hereinafter "LICENSEE") whose address is _____.

RECITALS

Infogroup has produced an ARC EMPLOYER DATABASE from its proprietary database of employer information in accordance with the terms and conditions of that certain Agreement #13PSX0170 by and between Infogroup and the State of Connecticut dated _____ ("MASTER CONTRACT"). This license is granted to LICENSEE for use and sublicense of the ARC EMPLOYER DATABASE, the ARC Employer Database DVD, the UNCOMPRESSED DATABASE, and additional DVD copies supplied by Infogroup, for the express USES and USERS defined by the MASTER CONTRACT and subject to the terms and conditions contained within that contract and as provided in this LICENSE AGREEMENT. All capitalized terms not specifically defined herein shall have the meanings ascribed to them in the MASTER CONTRACT.

1. DEFINITIONS

- a. Application Programming Interface (API): A set of pre-defined computer commands, functions, and protocols that allow users to interact with a specific system and ensure they get the required functionality and information. For purposes of this License Agreement, the API enables access via the internet to Infogroup's on-line real-time system for providing Infogroup's employer establishment data to Licensees.
- b. Analyst Resource Center (ARC). The organization comprised of state workforce and labor market information agency representatives from the states of Connecticut, Florida, Georgia, Illinois, Iowa, Maine, Massachusetts, Minnesota, Montana, Nebraska, Nevada, North Carolina, Oregon, South Carolina, Texas, Wisconsin, Wyoming and the Employment and Training Administration of the U.S. Department of Labor.
- c. ARC EMPLOYER DATABASE: The compilation of unduplicated employer records supplied by Infogroup under the terms described in the MASTER CONTRACT.
- d. ARC EMPLOYER DATABASE DVD: The optical storage disk (Digital Versatile Disk) containing the ARC EMPLOYER DATABASE and custom software applications developed by Infogroup to enable USERS to use the ARC EMPLOYER DATABASE in accordance with the terms of this LICENSE AGREEMENT.
- e. END USER: An individual who accesses the ARC EMPLOYER DATABASE through a LICENSEE or INTERMEDIATE USER to obtain employer information.
- f. INTERMEDIATE USER: A USER with which the LICENSEE has entered into a sublicense agreement permitting the INTERMEDIATE USER to provide the ARC EMPLOYER DATABASE to USERS for the USES as provided herein.
- g. NAICS code: A six-digit code employed by the North American Industry Classification System that is the current standard used to classify business establishments according to the type of business activity taking place. Establishments that use the same or similar processes to

produce goods or services are grouped together. The NAICS replaced the SIC system in 1997.

- h. SIC code: A four-digit code used in the Standard Industrial Classification system that was the standard for classifying business establishments from the 1930s through the mid-1990s. SIC codes group establishments together based on either demand or production.
- i. UNCOMPRESSED DATABASE: The ARC EMPLOYER DATABASE in the specified record layout and in ASCII delimited format in which the data has not been packed together so that it uses less space.
- j. USERS: The individuals or entities that will use the ARC EMPLOYER DATABASE, including:
 - Individual job seekers
 - One Stop Career Centers
 - Workforce development boards
 - Economic Development Entities regularly supported, in whole or in part, with public funds.
 - State workforce agencies
 - Public welfare agencies
 - State employment statistics agencies as defined under section 15(e) of the Wagner-Peyser Act as amended by section 308 of the Workforce Innovation and Opportunity Act
 - All mandatory and option partners described under the Workforce Investment Act of 1998, Chapter 3, Section 121(b) and any successor legislation
 - The Employment and Training Administration of the United States Department of Labor, and other partner agencies.
- k. USES: The purposes for which the USERS may use the ARC EMPLOYER DATABASE. USES include career exploration, job search, job development, employment support services, labor market research and related public workforce and public economic development system efforts.

2. GRANT OF LICENSE

- a. Subject to the terms and conditions of this LICENSE AGREEMENT, Infogroup hereby grants to the LICENSEE a limited, royalty-free, non-exclusive license to use the ARC EMPLOYER DATABASE for the USES defined in this AGREEMENT and as specifically described and agreed to in the MASTER CONTRACT, including without limitation the right to download the entire Database to a PC or server, to incorporate data from the ARC EMPLOYER DATABASE into the ARC's database and other related products and applications, to sublicense the ARC EMPLOYER DATABASE to INTERMEDIATE USERS, and to provide data from the ARC EMPLOYER DATABASE to Users through any format, media and means of delivery, including the Internet. All such USES shall conform to the levels of access as provided in Section 3 of this LICENSE AGREEMENT.
- b. If LICENSEE sublicenses the ARC EMPLOYER DATABASE to an INTERMEDIATE USER pursuant to the license granted above, LICENSEE shall: (i) enter into a sublicense agreement with the INTERMEDIATE USER that contains restrictions which are no less restrictive than the terms contained in this LICENSE AGREEMENT; (ii) on an annual basis, provide Infogroup a complete list of all INTERMEDIATE USERS, including name and address; (iii) require each INTERMEDIATE USER to use username and password protection technology when accessing the ARC EMPLOYER DATABASE under an INTERMEDIATE USER level of

access as defined in Section 3; and (iv) not provide INTERMEDIATE USER access to public, college, or university libraries.

- c. In accordance with the license granted above, LICENSEE may integrate the ARC EMPLOYER DATABASE into a branded local search directory platform or branded website. LICENSEE shall identify below the Internet address of these directory platforms or websites, if any, and provide Infogroup written notice of any changes or additions to any such directory platforms or websites.

Directory platforms or websites using the ARC Employer Database:

- 1.
- 2.
- 3.

- d. The ARC EMPLOYER DATABASE and ARC Employer Database DVD developed by Infogroup are licensed solely for the USERS and for the USES defined in this AGREEMENT. Other uses, users or purposes must be approved in advance, in writing, by Infogroup. The contents of the ARC EMPLOYER DATABASE as supplied by Infogroup are recognized as the property of Infogroup. In the event that a public records request, subpoena or other legal process is served upon LICENSEE for records containing contents of the ARC EMPLOYER DATABASE, LICENSEE will promptly notify Infogroup to allow Infogroup the opportunity to seek a protective order for the information requested.

- e. LICENSEE shall use commercially reasonable efforts to establish and maintain a system of data security designed to:

1. Control access to the ARC EMPLOYER DATABASE;

Internet applications developed by or on behalf of the LICENSEE for use by INTERMEDIATE and END USERS which enable the export of records in accordance with Attachments 1, 2 and 3, attached hereto and made a part hereof, from the ARC EMPLOYER DATABASE shall include a "captcha" or similar software system that requires the manual or sound entry of coded words, letters, answers to questions or similar human intervention and response before the USER can download data from the ARC EMPLOYER DATABASE. A "captcha" is also defined as a type of challenge-response test used in computing to determine whether or not the user is human. LICENSEE may download captcha at <http://www.captcha.net/> or as otherwise directed by Infogroup. Any "captcha" software application developed by ARC or a LICENSEE which has been approved by Infogroup may also be used. On an annual basis ARC and Infogroup shall review the approved "captcha" applications to determine if any of the applications are no longer acceptable or have been updated, evaluate any applications Infogroup and ARC mutually agree to add to the list of accepted "captcha" alternatives, and shall communicate any such changes to LICENSEE. LICENSEE specifically acknowledges that downloading records from the ARC EMPLOYER DATABASE without first installing and implementing an approved form of "captcha" software may, in Infogroup's sole but reasonable determination, constitute a material breach of this LICENSE AGREEMENT. Notwithstanding any of the foregoing, it is specifically understood and agreed by Infogroup that data security measures such as "captcha" software do not always prevent unauthorized access and usage of data and therefore LICENSEE shall have no liability whatsoever for breaches or failures of the approved "captcha" software systems required herein.

2. Seek to prevent USERS from creating mailing or telemarketing lists from the ARC EMPLOYER DATABASE, unless authorized in this LICENSE AGREEMENT.
- f. Copyright Notice. Each display of an ARC EMPLOYER DATABASE record shall include the following copyright notice: "Employer information is provided by Infogroup®, Omaha, NE, 800-555-5211. Copyright © [date]. All Rights Reserved." Copyright dates specified shall accurately reflect the applicable issue date of the ARC EMPLOYER DATABASE. In addition, where feasible, the LICENSEE shall show on each display of records from the ARC EMPLOYER DATABASE the Infogroup logo displaying the Infogroup name and banner in color, in a size no smaller than 62 x 24 pixels:



At the sole option of the LICENSEE, records may also be hyperlinked to www.infogroup.com.

The ARC EMPLOYER DATABASE will be made available through a variety of means and media, including but not limited to standalone PC's, client-server systems and Internet/Intranet systems. The information in the ARC EMPLOYER DATABASE may be displayed, downloaded, printed, and used for other activities related to the purposes above.

3. SEARCH CRITERIA AND LEVELS OF USER ACCESS

- a. Search Criteria: Internet applications developed by or on behalf of LICENSEE for use by INTERMEDIATE and END USERS will have the capability to search, display, print and download the ARC EMPLOYER DATABASE subject to the following conditions:
 1. Business category searches will be limited to a single business category (2-digit NAICS code or SIC code) at one time; multiple NAICS code or SIC code searches are also allowed through an occupational search.
 2. All searches must include a geographical area and at least one of the following elements: company name, business description, 2-digit NAICS code or SIC code, or an occupational search. Intermediate Users may also search by a geographical area and employee size. A geographical search area can cross state boundaries, but a geographical search cannot encompass two or more States in their entirety.
 3. Employee size searches may be a custom range, provided that the range spans at least 10 employees.
 4. If the credit code is displayed, the following language must also be displayed, "The information or data obtained from Infogroup shall not be used in any manner as a factor in establishing an employer's eligibility for credit." A credit code is a credit "score" established by Infogroup to assist in determining a business' ability to pay.
 5. In response to a search query, LICENSEE may publish a map portraying an unlimited number of employer records using thematic shading, colors, dots or other symbols, along with aggregate level data (e.g., number of employers, total employment), provided such display prevents the automated data extraction (e.g. web scraping) of individual employer information from the results.
- b. Levels of USER Access: The ARC EMPLOYER DATABASE may be used according to the following levels of USER access:

1. END USER: END USERS may search and retrieve information based on the data elements listed under "User Search Elements" in Attachment 1 attached hereto and incorporated herein. In addition, LICENSEE shall implement the following restrictions on END USERS' level of access:
 - a. After completing an initial search, END USERS may receive an unlimited number of records of which not more than fifty (50) partial records can be displayed in a list at one time. A partial record may include some or all of the data elements shown in the column entitled "Partial Display" in Attachment 1.
 - b. From the partial record display, END USERS may click on a partial record to see the full record display for that business. A full record display may include some or all of the data elements shown in the column entitled "Full-Record Display" in Attachment 1.
 - c. END USERS may print, download or email the data elements shown in the column entitled "Export Elements" in Attachment 1 for up to fifty (50) records per single request. Before providing the "Export Elements," LICENSEE must control access to the ARC Employer Database as outlined in Section 2.e.1.
 - d. END USERS may transmit or communicate the data elements shown in the column entitled "Linkable Elements" in Attachment 1 to another system.
 - e. END USERS will not be able to view any email addresses in the ARC EMPLOYER DATABASE.

2. INTERMEDIATE USER: INTERMEDIATE USERS may search and retrieve information based on the data elements listed under "User Search Elements" in Attachment 2 attached hereto and incorporated herein. In addition, LICENSEE shall implement the following restrictions on INTERMEDIATE USERS' level of access:
 - a. After completing an initial search, INTERMEDIATE USERS may receive an unlimited number of records of which not more than two hundred fifty (250) partial records can be displayed in a list at one time. A partial record may include some or all of the data elements shown in the column entitled "Partial Display" in Attachment 2.
 - b. From the partial record display, INTERMEDIATE USERS may click on a partial display to see the full record display for that business. A full record display may include some or all of the data elements shown in the column entitled "Full-Record Display" in Attachment 2.
 - c. INTERMEDIATE USERS may print, download or email the data elements shown in the column entitled "Export Elements" in Attachment 2 for up to two hundred fifty (250) records per single request. Before providing the "Export Elements," LICENSEE must control access to the ARC Employer Database as outlined in Section 2.e.1.
 - d. INTERMEDIATE USERS may transmit or communicate the data elements shown in the column entitled "Linkable Elements" in Attachment 2 to another system.

- e. INTERMEDIATE USERS may view, print or download email addresses in the ARC EMPLOYER DATABASE as provided in Attachment 2. INTERMEDIATE USERS shall use the Email addresses solely for purposes related to the USES defined in this LICENSE AGREEMENT and shall abide by “opt in-opt out” principals, giving recipients the ability to “opt in” or “opt out” of receiving further emails.
3. LICENSEE: LICENSEE may search and retrieve information based on the data elements listed under “User Search Elements” in Attachment 3 attached hereto and incorporated herein. In addition, LICENSEE’s level of access is limited as follows:
- a. After completing an initial search, LICENSEE may retrieve and display an unlimited number of records.
 - b. LICENSEE may print or download an unlimited number of records containing the data elements shown in the column entitled “Export Elements” in Attachment 3.
 - c. LICENSEE may transmit or communicate the data elements shown in the column entitled “Linkable Elements” in Attachment 3 to another system.
 - d. LICENSEE may view, print or download email addresses in the ARC EMPLOYER DATABASE. LICENSEE shall use email addresses solely for purposes related to the USES defined in this AGREEMENT and shall abide by “opt in-opt out” principals, giving recipients the ability to “opt in” or “opt out” of receiving further emails.
 - e. LICENSEE may use the ARC EMPLOYER DATABASE to enhance existing employer name and address files, subject to the following terms:
 - 1. For any individual records that are enhanced using the ARC EMPLOYER DATABASE, LICENSEE will identify the enhanced individual record as having been enhanced using the ARC EMPLOYER DATABASE by appending the Infogroup unique identification number to each individual record enhanced.
 - 2. For any individual Infogroup elements from the ARC EMPLOYER DATABASE that are added to existing employer name and address files, LICENSEE will identify the Infogroup elements as having been obtained from the ARC EMPLOYER DATABASE, copyright Infogroup.
 - 3. Enhanced employer name and address files shall only be used by the LICENSEE and, except as provided for in this subsection, shall not be made available to any other person or entity. The LICENSEE may share enhanced employer name and address files with INTERMEDIATE and END USERS at the level of access provided for such USERS in the Grant of License under this LICENSE AGREEMENT.

4. COMPENSATION

The parties acknowledge that Infogroup shall be compensated for the Services and Deliverables and all costs associated with this LICENSE AGREEMENT according to the terms of Exhibit 4 of the MASTER CONTRACT and that LICENSEE shall not otherwise be required to pay any costs or fees in conjunction with this LICENSE AGREEMENT, with the exception of an optional API connection to an on-line Infogroup business database and for uses of the ARC Employer Database outside the terms of the Master Contract as shown in Exhibit 4A. Under the MASTER CONTRACT, Infogroup is required to deliver to the LICENSEE the UNCOMPRESSED DATABASE on DVD and by FTP, and the ARC Employer Database DVD in the quantity identified by LICENSEE.

5. DELIVERY

- a. Infogroup will supply the LICENSEE with the most current version of the UNCOMPRESSED DATABASE and ARC Employer Database DVDs in accordance with the time frames established in the MASTER CONTRACT.
- b. Infogroup shall deliver the initial version of the UNCOMPRESSED DATABASE and copies of the ARC EMPLOYER DATABASE DVD to the LICENSEE as provided in Attachment 3 and Attachment 4 of the MASTER CONTRACT. Infogroup shall send the UNCOMPRESSED DATABASE in the required format through DVD and FTP technology and the number of ARC EMPLOYER DATABASE DVDs requested by the LICENSEE by land-based delivery means. Infogroup will also provide a more frequently updated Infogroup business database through API. The delivery of the ARC Employer Database (DVD, FTP, API) will be coordinated between Infogroup and the LICENSEE. The contact information for the LICENSEE for these purposes is as follows: (please type)

Agency Name: _

Agency Contact: _

Address: _

Email Address: _

Delivery of subsequent updates shall not require a new LICENSE AGREEMENT.

6. TERM

- a. The term of this LICENSE AGREEMENT shall be from the License Agreement Effective Date through the end date of the MASTER CONTRACT, unless terminated earlier in accordance with the termination provisions of this LICENSE AGREEMENT or of the MASTER CONTRACT.
- b. THE LICENSEE SHALL BE ABLE TO USE THE DATABASE AND DVD SUPPLIED UNDER THIS LICENSE AGREEMENT FOR A MINIMUM OF FIFTEEN MONTHS FOLLOWING TERMINATION OF THIS LICENSE AGREEMENT, OR ANY EXTENSION THEREOF, AND THE DATA SUPPLIED UNDER THIS LICENSE AGREEMENT SHALL REMAIN AVAILABLE TO THE LICENSEE FOR THIS PERIOD OF TIME.

7. TERMINATION

The LICENSEE may terminate this LICENSE AGREEMENT in accordance with the termination provisions of the MASTER CONTRACT. In addition, LICENSEE may elect to voluntarily terminate this LICENSE AGREEMENT, at any time and for any reason, with thirty (30) days' written notice to Infogroup.

Termination for Cause: Infogroup may terminate this LICENSE AGREEMENT for the breach of any material term, condition or provision contained herein, if such breach is not cured within sixty (60) days of the LICENSEE'S receipt of InfoGroup's written notice of breach.

8. MODIFICATION

No modification of this LICENSE AGREEMENT shall be binding upon the LICENSEE and Infogroup unless made in writing and signed by duly authorized officers of both parties.

9. NOTICES

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by hard copy or electronic mail delivery and shall be addressed to each party as follows:

If to the LICENSEE: —
 —
 —
 —
 —

If to the LICENSOR: Infogroup Inc.
 Director, Government Division
 1020 East 1st Street
 Papillion, NE 68046
 government@infogroup.com

With a copy to: Connecticut Department of Labor
 Office of Research
 Attn: ARC Employer Database Project Manager
 200 Folly Brook Boulevard
 Wethersfield, CT 06109
 alan.sylvestre@ct.gov

Each such notice shall be deemed to have been provided at the earliest of: (a) at the time it is actually received; or, (b) within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or, (c) within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

10. WARRANTIES

The provisions of the Master Contract are incorporated by reference into this LICENSE AGREEMENT.

The LICENSEE acknowledges that Infogroup's Database used to create the ARC Employer Database contains information compiled from telephone directories, annual reports, 10K filings, trade journals and other sources which Infogroup does not control. The creation of the ARC Employer Database is dependent on a number of automated and non-automated systems and although infrequent, errors do occur. The parties acknowledge that some errors of omission and erroneous entries are and will continue to be present in the ARC Employer Database. Without limiting the foregoing, the ARC Employer Database is provided on a strictly "as is" basis. Infogroup does not assure or warrant the correctness, comprehensiveness or completeness of the ARC Employer Database.

The LICENSEE shall have 30 days after receipt of deliverables to inspect them and to notify Infogroup of any problems or mistakes. If Infogroup has made a material mistake in a deliverable, Infogroup shall promptly correct the mistake at no charge. If the Licensee does not notify Infogroup of any problems or mistakes within the 30 day period, Infogroup shall have no obligation to correct the mistake for such deliverable but shall correct the mistake in the next scheduled deliverable.

The LICENSEE acknowledges that the ARC Employer Database may fail to function in connection with any equipment, software or database which has not been clearly identified in this Contract or which is not in a record layout accepted by ARC. The parties acknowledge that the record layout format accepted by ARC may evolve over time. The parties acknowledge that many factors impact whether any particular individual is successful in finding a job. As a result, the parties agree that Infogroup does not make any guarantees to the Licensee or Users that any individual User of the ARC Employer Database will secure employment or obtain the desired results

11. MISCELLANEOUS

- a. LICENSEE shall provide a signed copy of this LICENSE AGREEMENT to Infogroup and the Department. Copies may be provided electronically to the Department.
- b. LICENSEE shall comply with all federal, state, and local laws, rules and regulations applicable to its use of the ARC EMPLOYER DATABASE under the terms of this LICENSE AGREEMENT including the various "Do Not Call" regulations and CAN-SPAM Act. LICENSEE shall, only to the extent indemnification is consistent with any constitutional or statutory limitations on the LICENSEE's ability to indemnify others, indemnify and hold Infogroup harmless against all claims directly related to LICENSEE's failure to comply with such laws, rules and regulations. Nothing in this provision shall be construed as a limitation or waiver of LICENSEE's sovereign immunity if LICENSEE is a governmental entity.
- c. The laws of the state of the LICENSEE shall govern and determine all matters arising out of or in connection with this LICENSE AGREEMENT without regard to the conflict of law provisions LICENSEE's state. Any litigation in connection with this LICENSE AGREEMENT shall be brought in the appropriate state court in the LICENSEE's state. This provision shall not be construed as waiving any immunity from suit or liability, including without limitation, sovereign immunity, which may be available to the LICENSEE.

12. EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above License Agreement and have caused their duly authorized representatives to execute this License Agreement.

LICENSEE

Signature

Name

Title

Date

INFOGROUP

Signature

Name

Title

Date

Attachment 1

End User License Permissions:

| | Infogroup Elements | EmpDB Elements | User Search Elements (see notes) | Partial Display | Full-Record Display | Export Elements | Linkable Elements |
|----|----------------------------|------------------|----------------------------------|-----------------|---------------------|-----------------|-------------------|
| 1 | State FIPS | stfips | YES | YES | YES | YES | YES |
| 2 | Area Type | areatype | YES | YES | YES | YES | YES |
| 3 | Township FIPS | area | YES | YES | YES | YES | YES |
| 4 | IUSA ID | uniqueid | | | | | |
| 5 | FEIN | fein | | | | | |
| 6 | Last Update | lastupdate | | | | | |
| 7 | Company Name | name | YES | YES | YES | YES | YES |
| 8 | Location Address | addressP | YES (note 2) | YES (note 2) | YES | YES | YES |
| 9 | Location City | cityP | YES | YES | YES | YES | YES |
| 10 | Location State | stateP | YES | YES | YES | YES | YES |
| 11 | Location Zip | zipcodeP | YES | | YES | YES | YES |
| 12 | Location Zip + 4 | zipplusP | | | YES | YES | YES |
| 13 | Latitude | latitude | YES | | | | YES |
| 14 | Longitude | longitude | YES | | | | YES |
| 15 | Geo Precision Code | geocode | | | | | YES |
| 16 | Census Tract | censustract | | | | | YES |
| 17 | Census Block Group | censusblockgrp | | | | | YES |
| 18 | Mailing Address | addressM | YES (note 2) | YES (note 2) | YES | YES | YES |
| 19 | Mailing City | cityM | YES | YES | YES | YES | YES |
| 20 | Mailing State | stateM | YES | YES | YES | YES | YES |
| 21 | Mailing Zip | zipcodeM | YES | | YES | YES | YES |
| 22 | Mailing Zip + 4 | zipplusM | | | YES | YES | YES |
| 23 | Landmark Address | addressL | YES (note 2) | YES (note 2) | YES | YES | YES |
| 24 | Landmark City | cityL | YES | YES | YES | YES | YES |
| 25 | Landmark State | stateL | YES | YES | YES | YES | YES |
| 26 | Landmark Zip | zipcodeL | YES | | YES | YES | YES |
| 27 | Landmark Zip + 4 | zipplusL | | | YES | YES | YES |
| 28 | Telephone Number | telenium | | | YES | YES | YES |
| 29 | Contact Last Name | cntctlname | | | YES | YES | YES |
| 30 | Contact First Name | cntctfname | | | YES | YES | YES |
| 31 | Contact Title | cntcttitle | | | YES | YES | YES |
| 32 | Contact Title Code | contacttitlecode | | | | | |
| 33 | Contact Professional Title | contactprotitle | | | YES | YES | YES |
| 34 | Contact Gender | contactgender | | | | | |
| 35 | Email address | contactemail | | | | | |
| 36 | Toll free Telephone | tollfreetele | | | YES | YES | YES |
| 37 | Fax Number | faxnumber | | | YES | YES | YES |
| 38 | Web URL | weburl | | | YES | YES | YES |
| 39 | Business Description | busdesc | YES (note 3) | YES | YES | YES | YES |
| 40 | Primary SIC Code | primarysic | YES (note 3) | YES | YES | YES | YES |

Continued on next page

Attachment 1

End User License Permissions:

| | Infogroup Elements | EmpDB Elements | User Search Elements (see notes) | Partial Display | Full-Record Display | Export Elements | Linkable Elements |
|----|----------------------------------|------------------|----------------------------------|-----------------|---------------------|-----------------|-------------------|
| 41 | SIC Code #2 | sic2 | | | YES | YES | YES |
| 42 | SIC Code #3 | sic3 | | | YES | YES | YES |
| 43 | SIC Code #4 | sic4 | | | YES | YES | YES |
| 44 | SIC Code #5 | sic5 | | | YES | YES | YES |
| 45 | Primary NAICS Code | primnaics | YES (note 3) | YES | YES | YES | YES |
| 46 | NAICS #2 | naics2 | | | YES | YES | YES |
| 47 | NAICS #3 | naics3 | | | YES | YES | YES |
| 48 | NAICS #4 | naics4 | | | YES | YES | YES |
| 49 | NAICS #5 | naics5 | | | YES | YES | YES |
| 50 | Private/Government Status | privgovsta | YES | | YES | YES | YES |
| 51 | Location Status: HQ, Sub, Branch | locstat | | | | | |
| 52 | Stock Exchange | stockexchcode | | | YES | YES | YES |
| 53 | Stock Ticker | stockticker | | | YES | YES | YES |
| 54 | White Collar Percentage | whitecollarpct | | | | | |
| 55 | White Collar Indicator | whitecollarind | | | | | |
| 56 | Employee Size Range | empsizrng | YES (note 4) | YES | YES | YES | YES |
| 57 | Employee Size Value | empsizval | | | YES | YES | YES |
| 58 | Employee Size Flag | empsizflg | | | | | |
| 59 | Annual Sales Range | annsalrng | YES | YES | YES | YES | YES |
| 60 | Annual Sales Value | annsalval | | | YES | YES | YES |
| 61 | Annual Sales Flag | annsalflg | | | | | |
| 62 | Year Established | yearest | | | YES | YES | YES |
| 63 | Credit Code | creditcd | | | YES (note 5) | YES (note 5) | YES |
| 64 | HQ IUSAID | hdqtrsid | | | | | |
| 65 | Parent IUSAID | parentid | | | | | |
| 66 | Ultimate Parent IUSAID | ultparentid | | | | | |
| 67 | Foreign Parent Indicator | foreignparentind | | | | | |
| 68 | Export/Import Indicator | exportimportind | | | | | |
| 69 | Professional/Firm Indicator | businesstype | | | | | |
| 70 | Work at Home Indicator | workathome | | | | | |

NOTES:

BLANK - Indicates element is not licensed for "End User" level use.

- (1) All End User searches must include a geographical area and at least one of the following elements: Name, Busdesc, 2-digit NAICS/SIC code, or an occupational search. A geographic search area can cross state boundaries, but the largest geographical search area cannot encompass two or more states in their entirety.
- (2) Partial address means street name only. For example, "123 Main St" is displayed as "Main St".
- (3) One 2-digit NAICS/SIC code or Busdesc search allowed at one time; multiple 2-digit NAICS/SIC code searches allowed through an occupational search (Linkable Elements).
- (4) A custom range is allowed, provided that the range spans at least 10 employees.
- (5) Each display of the Creditcd must include the following language: "The Infogroup data shall not be used in any manner as a factor in establishing an employer's eligibility for credit."

For the purpose of this exhibit "state" also includes the District of Columbia and US territories.

Attachment 2

Intermediate User License Permissions:

| | Infogroup Elements | EmpDB Elements | User Search Elements (see note 1) | Partial Display | Full-Record Display | Export Elements | Linkable Elements |
|----|----------------------------|------------------|-----------------------------------|-----------------|---------------------|-----------------|-------------------|
| 1 | State FIPS | stfips | YES | YES | YES | YES | YES |
| 2 | Area Type | areatype | YES | YES | YES | YES | YES |
| 3 | Township FIPS | area | YES | YES | YES | YES | YES |
| 4 | IUSA ID | uniqueid | YES | YES | YES | YES | YES |
| 5 | FEIN | fein | | | | | |
| 6 | Last Update | lastupdate | | | | | |
| 7 | Company Name | name | YES | YES | YES | YES | YES |
| 8 | Location Address | addressP | YES | YES | YES | YES | YES |
| 9 | Location City | cityP | YES | YES | YES | YES | YES |
| 10 | Location State | stateP | YES | YES | YES | YES | YES |
| 11 | Location Zip | zipcodeP | YES | YES | YES | YES | YES |
| 12 | Location Zip + 4 | zipplusP | | YES | YES | YES | YES |
| 13 | Latitude | latitude | YES | | | | YES |
| 14 | Longitude | longitude | YES | | | | YES |
| 15 | Geo Precision Code | geocode | | | | | YES |
| 16 | Census Tract | censustract | YES | YES | YES | YES | YES |
| 17 | Census Block Group | censusblockgrp | YES | YES | YES | YES | YES |
| 18 | Mailing Address | addressM | YES | YES | YES | YES | YES |
| 19 | Mailing City | cityM | YES | YES | YES | YES | YES |
| 20 | Mailing State | stateM | YES | YES | YES | YES | YES |
| 21 | Mailing Zip | zipcodeM | YES | YES | YES | YES | YES |
| 22 | Mailing Zip + 4 | zipplusM | | YES | YES | YES | YES |
| 23 | Landmark Address | addressL | YES | YES | YES | YES | YES |
| 24 | Landmark City | cityL | YES | YES | YES | YES | YES |
| 25 | Landmark State | stateL | YES | YES | YES | YES | YES |
| 26 | Landmark Zip | zipcodeL | YES | YES | YES | YES | YES |
| 27 | Landmark Zip + 4 | zipplusL | | YES | YES | YES | YES |
| 28 | Telephone Number | telenum | | | YES | YES | YES |
| 29 | Contact Last Name | cntctlname | | YES | YES | YES | YES |
| 30 | Contact First Name | cntctfname | | YES | YES | YES | YES |
| 31 | Contact Title | cntcttitle | | YES | YES | YES | YES |
| 32 | Contact Title Code | contacttitlecode | | | | | YES |
| 33 | Contact Professional Title | contactprotitle | | YES | YES | YES | YES |
| 34 | Contact Gender | contactgender | | | | | |
| 35 | Email address | contactemail | | | YES (note 2) | YES (note 2) | YES (note 2) |
| 36 | Toll free Telephone | tollfreetele | | | YES | YES | YES |
| 37 | Fax Number | faxnumber | | | YES | YES | YES |
| 38 | Web URL | weburl | | | YES | YES | YES |
| 39 | Business Description | busdesc | YES | YES | YES | YES | YES |
| 40 | Primary SIC Code | primarysic | YES | YES | YES | YES | YES |

Continued on next page

Attachment 2

Intermediate User License Permissions:

| | Infogroup Elements | EmpDB Elements | User Search Elements (see note 1) | Partial Display | Full-Record Display | Export Elements | Linkable Elements |
|----|----------------------------------|------------------|-----------------------------------|-----------------|---------------------|-----------------|-------------------|
| 41 | SIC Code #2 | sic2 | | | YES | YES | YES |
| 42 | SIC Code #3 | sic3 | | | YES | YES | YES |
| 43 | SIC Code #4 | sic4 | | | YES | YES | YES |
| 44 | SIC Code #5 | sic5 | | | YES | YES | YES |
| 45 | Primary NAICS Code | primnaics | YES | YES | YES | YES | YES |
| 46 | NAICS #2 | naics2 | | | YES | YES | YES |
| 47 | NAICS #3 | naics3 | | | YES | YES | YES |
| 48 | NAICS #4 | naics4 | | | YES | YES | YES |
| 49 | NAICS #5 | naics5 | | | YES | YES | YES |
| 50 | Private/Government Status | privgovsta | YES | YES | YES | YES | YES |
| 51 | Location Status: HQ, Sub, Branch | locstat | | | YES | YES | YES |
| 52 | Stock Exchange | stockexchcode | | | YES | YES | YES |
| 53 | Stock Ticker | stockticker | | | YES | YES | YES |
| 54 | White Collar Percentage | whitecollarpct | | | | | |
| 55 | White Collar Indicator | whitecollarind | | | | | |
| 56 | Employee Size Range | empsizrng | YES (note 3) | YES (note 3) | YES (note 3) | YES (note 3) | YES |
| 57 | Employee Size Value | empsizval | | | YES | YES | YES |
| 58 | Employee Size Flag | empsizflg | | | | | |
| 59 | Annual Sales Range | annsalrng | YES | YES | YES | YES | YES |
| 60 | Annual Sales Value | annsalval | | | YES | YES | YES |
| 61 | Annual Sales Flag | annsalflg | | | | | |
| 62 | Year Established | yearest | YES | | YES | YES | YES |
| 63 | Credit Code | creditcd | YES (note 4) | YES (note 4) | YES (note 4) | YES (note 4) | YES |
| 64 | HQ IUSAID | hdqtrsrid | | | YES (note 5) | YES (note 5) | YES (note 5) |
| 65 | Parent IUSAID | parentid | | | YES (note 5) | YES (note 5) | YES (note 5) |
| 66 | Ultimate Parent IUSAID | ultparentid | | | YES (note 5) | YES (note 5) | YES (note 5) |
| 67 | Foreign Parent Indicator | foreignparentind | YES | | YES | YES | YES |
| 68 | Export/Import Indicator | exportimportind | YES | | YES | YES | YES |
| 69 | Professional/Firm Indicator | businesstype | | | | | |
| 70 | Work at Home Indicator | workathome | | | | | |

NOTES:

BLANK - Indicates element is not licensed for "Intermediate User" level use.

- (1) All Intermediate User searches must include a geographical area. A geographical search area can cross state boundaries, but the largest geographical search area cannot encompass two or more states in their entirety.
- (2) If Contactemail is used, recipients must be given the ability to "opt-in" or "opt-out" of receiving further emails.
- (3) A custom range is allowed, provided that the range spans at least 10 employees.
Each display of the Creditcd must include the following language: "The Infogroup data shall not be used in any manner as a factor in establishing an employer's eligibility for credit."
- (4) establishing an employer's eligibility for credit."
- (5) Each corporate level may display, print, or link to the next higher corporate level.

For the purpose of this exhibit "state" also includes the District of Columbia and US territories.

Attachment 3

Licensee Permissions:

| | Infogroup Elements | EmpDB Elements | User Search Elements | Partial Display | Full-Record Display | Export Elements | Linkable Elements |
|----|----------------------------|------------------|----------------------|-----------------|---------------------|-----------------|-------------------|
| 1 | State FIPS | stfips | YES | YES | YES | YES | YES |
| 2 | Area Type | areatype | YES | YES | YES | YES | YES |
| 3 | Township FIPS | area | YES | YES | YES | YES | YES |
| 4 | IUSA ID | uniqueid | YES | YES | YES | YES | YES |
| 5 | FEIN | fein | YES | YES | YES | YES | YES |
| 6 | Last Update | lastupdate | YES | YES | YES | YES | YES |
| 7 | Company Name | name | YES | YES | YES | YES | YES |
| 8 | Location Address | addressP | YES | YES | YES | YES | YES |
| 9 | Location City | cityP | YES | YES | YES | YES | YES |
| 10 | Location State | stateP | YES | YES | YES | YES | YES |
| 11 | Location Zip | zipcodeP | YES | YES | YES | YES | YES |
| 12 | Location Zip + 4 | zipplusP | YES | YES | YES | YES | YES |
| 13 | Latitude | latitude | YES | YES | YES | YES | YES |
| 14 | Longitude | longitude | YES | YES | YES | YES | YES |
| 15 | Geo Precision Code | geocode | YES | YES | YES | YES | YES |
| 16 | Census Tract | censustract | YES | YES | YES | YES | YES |
| 17 | Census Block Group | censusblockgrp | YES | YES | YES | YES | YES |
| 18 | Mailing Address | addressM | YES | YES | YES | YES | YES |
| 19 | Mailing City | cityM | YES | YES | YES | YES | YES |
| 20 | Mailing State | stateM | YES | YES | YES | YES | YES |
| 21 | Mailing Zip | zipcodeM | YES | YES | YES | YES | YES |
| 22 | Mailing Zip + 4 | zipplusM | YES | YES | YES | YES | YES |
| 23 | Landmark Address | addressL | YES | YES | YES | YES | YES |
| 24 | Landmark City | cityL | YES | YES | YES | YES | YES |
| 25 | Landmark State | stateL | YES | YES | YES | YES | YES |
| 26 | Landmark Zip | zipcodeL | YES | YES | YES | YES | YES |
| 27 | Landmark Zip + 4 | zipplusL | YES | YES | YES | YES | YES |
| 28 | Telephone Number | telenium | YES | YES | YES | YES | YES |
| 29 | Contact Last Name | cntctlname | YES | YES | YES | YES | YES |
| 30 | Contact First Name | cntctfname | YES | YES | YES | YES | YES |
| 31 | Contact Title | cntcttitle | YES | YES | YES | YES | YES |
| 32 | Contact Title Code | contacttitlecode | YES | YES | YES | YES | YES |
| 33 | Contact Professional Title | contactprotitle | YES | YES | YES | YES | YES |
| 34 | Contact Gender | contactgender | YES | YES | YES | YES | YES |
| 35 | Email address | contactemail | YES | YES | YES | YES | YES |
| 36 | Toll free Telephone | tollfreetele | YES | YES | YES | YES | YES |
| 37 | Fax Number | faxnumber | YES | YES | YES | YES | YES |
| 38 | Web URL | weburl | YES | YES | YES | YES | YES |
| 39 | Business Description | busdesc | YES | YES | YES | YES | YES |
| 40 | Primary SIC Code | primarysic | YES | YES | YES | YES | YES |

Continued on next page

Attachment 3

Licensee Permissions:

| | Infogroup Elements | EmpDB Elements | User Search Elements | Partial Display | Full-Record Display | Export Elements | Linkable Elements |
|----|----------------------------------|-----------------------|-----------------------------|------------------------|----------------------------|------------------------|--------------------------|
| 41 | SIC Code #2 | sic2 | YES | YES | YES | YES | YES |
| 42 | SIC Code #3 | sic3 | YES | YES | YES | YES | YES |
| 43 | SIC Code #4 | sic4 | YES | YES | YES | YES | YES |
| 44 | SIC Code #5 | sic5 | YES | YES | YES | YES | YES |
| 45 | Primary NAICS Code | primnaics | YES | YES | YES | YES | YES |
| 46 | NAICS #2 | naics2 | YES | YES | YES | YES | YES |
| 47 | NAICS #3 | naics3 | YES | YES | YES | YES | YES |
| 48 | NAICS #4 | naics4 | YES | YES | YES | YES | YES |
| 49 | NAICS #5 | naics5 | YES | YES | YES | YES | YES |
| 50 | Private/Government Status | privgovsta | YES | YES | YES | YES | YES |
| 51 | Location Status: HQ, Sub, Branch | locstat | YES | YES | YES | YES | YES |
| 52 | Stock Exchange | stockexchcode | YES | YES | YES | YES | YES |
| 53 | Stock Ticker | stockticker | YES | YES | YES | YES | YES |
| 54 | White Collar Percentage | whitecollarpct | YES | YES | YES | YES | YES |
| 55 | White Collar Indicator | whitecollarind | YES | YES | YES | YES | YES |
| 56 | Employee Size Range | empsizrng | YES | YES | YES | YES | YES |
| 57 | Employee Size Value | empsizval | YES | YES | YES | YES | YES |
| 58 | Employee Size Flag | empsizflg | YES | YES | YES | YES | YES |
| 59 | Annual Sales Range | annsalrng | YES | YES | YES | YES | YES |
| 60 | Annual Sales Value | annsalval | YES | YES | YES | YES | YES |
| 61 | Annual Sales Flag | annsalflg | YES | YES | YES | YES | YES |
| 62 | Year Established | yearest | YES | YES | YES | YES | YES |
| 63 | Credit Code | creditcd | YES | YES | YES | YES | YES |
| 64 | HQ IUSAID | hdqtrsid | YES | YES | YES | YES | YES |
| 65 | Parent IUSAID | parentid | YES | YES | YES | YES | YES |
| 66 | Ultimate Parent IUSAID | ultparentid | YES | YES | YES | YES | YES |
| 67 | Foreign Parent Indicator | foreignparentind | YES | YES | YES | YES | YES |
| 68 | Export/Import Indicator | exportimportind | YES | YES | YES | YES | YES |
| 69 | Professional/Firm Indicator | businesstype | YES | YES | YES | YES | YES |
| 70 | Work at Home Indicator | workathome | YES | YES | YES | YES | YES |

For the purpose of this exhibit "state" also includes the District of Columbia and US territories.

Index to Columns in Attachments 1, 2 and 3

- User Search Elements - Elements that can be used in a search query
- Partial Display - Elements that can be included in an initial display following a search query
- Full-Record Display - Elements that can be included in a full-record display
- Export Elements - Elements that can be obtained by a User by printing, download, attachment to email, or other means.
- Linkable Elements - Elements that can be passed to or used to connect to another system (e.g., mapping, web browser, email, occupational exploration)

Service Level Agreement (SLA)

As used in this Attachment D, the following terms shall have the following definitions:

Business Hours: Monday through Friday from 9 AM through 6 PM ET excluding Connecticut State holidays. State Business Hours may be modified by the Department at its discretion.

Contractor Help Desk Hours: Monday through Friday 9 AM through 6 PM ET excluding Connecticut State holidays.

Incident: An Incident is a disruption in the normal product, service or information flow. Each Incident will be classified in accordance with the categories below:

- **Critical:** A problem with the product, service or information flow that causes the disruption to business activity dependent on the Deliverables.
- **High:** A fault that causes the product, service or information flow to not operate in accordance with Specifications but the business activity dependent on the Deliverables are able to be maintained with a moderate level of difficulty utilizing a provisional solution. Response time degradation on non-critical components is included in this category.
- **Medium:** A fault causing the product, service or information flow to not operate in accordance with Specifications but remain usable with a minimum level of difficulty utilizing a provisional solution.
- **Low:** A minor fault causing the product, service or information flow to not to operate in accordance with Specifications; with no disruption to business activity (e.g., an easy work-around is acceptable to the Department). This category includes “Incidents” relating to environments other than production.

Service Request: General requests by the Department, Participating Entity or Intermediate User for matters that have no immediate impact on business operations (e.g., general usage questions, training, questions on product documentation, recommendations for enhancements or modifications and similar requests). Service Requests will be prioritized based on mutual agreement between the Contractor and the Department. Service Requests will be logged and responded to within 48 hours. Additional scheduling for product training may be required.

Incident Response and Resolution: Contractor shall respond to requests for technical support received via telephone or email (“Incident Request”). Contractor shall provide a response and resolution based on the type of Incident within the time frames set forth below:

| Work Type | Category | Response Goal | Resolution Goal |
|------------------|-----------------|----------------------|------------------------|
| Incident | Critical | 4 hours | 24-48 hours |
| Incident | High | 24 hours | 15 business days |
| Incident | Medium | 48 hours | 20 business days |
| Incident | Low | 72hours | 30 business days |

Incidents. 85% of all calls will be answered live. The Contractor shall provide primary and secondary phone numbers for reporting Incidents. If a call to report an Incident reaches the primary support line voicemail, the secondary phone number shall be available. The Contractor shall notify the Department and Participating Entities of any change to these phone numbers. The primary contact number for the Contractor is 402.836.1331; the secondary contact number is: 402.598.1066.

Incidents at any level may also be reported by calling 800.555.5211 during Business Hours.

Service Response: Contractor shall meet or exceed the following performance metrics on a semi-annual basis:

- Help Desk Calls
 - 85% live answer of all calls
- Qualified Response:
 - 90% of all Incident Requests and Service Requests within the Response Goal
 - A response within the Response Goal is an acknowledgement from the Contractor that the Contractor has received the Incident Request or Service Request. It does not mean that the Incident Request or Service Request has been satisfied.
- Resolution Within Goal:
 - 90% of all Incident Requests and Service Requests addressed to the satisfaction of the Department.
 - Resolution period begins when Contractor receives the Incident Request or Service Request.
 - For time periods when Contractor is waiting for information, clarification or task completion from the Department, Participating Entity or Intermediate User, the response performance clock will be on “hold” until the Department or User responds to the Contractor.
 - The Department may agree to the implementation of a provisional solution enabling business operations to continue or resume functioning. The Department may consider the Incident resolved if the provisional implementation is accepted by the Department. If the provisional solution is not accepted by the Department, the Incident Request shall remain open and the Contractor shall continue the activity to resolve the Incident.

When an Incident Request/Service Request is not resolved with the initial support technician or account services manager within acceptable timeframes, the Contractor shall initiate an escalation process. Within the escalation process, as the Incident Request/Service Request proceeds up the chain of command, Contractor shall commit additional resources as needed

including management, solution architects and development resources. Should the Department wish to escalate an issue directly to the Contractor, the contacts are:

Jim Winner, Government Division

Phone: 402.836.1331

Email: government@infogroup.com

Neil MacLeod, Product Development

Phone: 402.836.3443

Email: employer.database@infogroup.com

Contractor shall monitor and record their results against the Service Level Goals.

System Maintenance

Occasional Website and Internet Services Maintenance Outage

Website and Internet related services shall be subject to an occasional maintenance outage. Services will not always be disrupted during each maintenance outage. Maintenance downtime will be on nights/weekends and Contractor shall provide written email notification to the affected Department and Primary Users prior to implementing any such maintenance outage. Contractor's notice shall explain the nature and expected duration of the outage.

Extended Maintenance Outage

If Contractor requires additional time for maintenance or installations to provide the services, Contractor shall provide written email notification to the Department and Participating Entities ten (10) business days prior to implementing any such extended maintenance outage. Contractor's notice shall explain the nature and expected duration for the extended maintenance outage. The Contractor will send a first reminder notice five (5) business days prior to the proposed extended maintenance outage and will send a second reminder notice one (1) business day prior to the proposed extended maintenance outage.