



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 751534

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0511

Vendor ID:

SO Doc ID: CSE210000001

Legal Name: LEXISNEXIS RISK SOLUTIONS FL INC

Published Date: 7/29/20

Alias/DBA:

Close Date: 7/31/20

Total Bid: \$355,680.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 2

Total of All Attachments: 2



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 751534

Solicitation Description : Addendum 2 - 65 Licenses for Research and Locate Tool

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-07-31 13:30:00	SR 0511 ESR07292000000000518	1

VENDOR
000000184621 LEXISNEXIS RISK SOLUTIONS FL INC

Solicitation Number: CRFQ 0511 CSE2100000001

Total Bid : \$355,680.00 **Response Date:** 2020-07-29 **Response Time:** 13:54:48

Comments:

FOR INFORMATION CONTACT THE BUYER
 Brittany E Ingraham
 (304) 558-0067
 brittany.e.ingraham@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Sixty-Five (65) Real-Time Web-Based Research and Locate	1.00000	LS	\$355,680.000000	\$355,680.00

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description : PLEASE SEE EXHIBIT A PRICING PAGE.
 If Vendor is submitting a bid online, Vendor must submit the Pricing Page as an attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into the wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

Comments: Unit Price listed on this web page is the total bid amount for all users and all contract years. Please see the attached LNRS Quote document for full pricing details.

LexisNexis Risk Solutions Government Application

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations		
Full legal name of agency:	Main phone number for address*: <small>*If this is a cell, additional documents may be required</small>	
If this application is for an additional account, Parent account number:	Fax number:	
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip):	Previous address if at the current address less than 6 mos:	
Website address:	External Agency IP Address (https://www.whatismyIP.com):	
External Agency IP Range – From:	External Agency IP Range – To:	
Agency information:		
<input type="checkbox"/> Federal Government	<input type="checkbox"/> Federal Law Enforcement	<input type="checkbox"/> Local/Municipal Government
<input type="checkbox"/> State Government	<input type="checkbox"/> State Law Enforcement	<input type="checkbox"/> Local/Municipal Law Enforcement
<input type="checkbox"/> Other (please explain):		
Section II – Administrator and Main Contact Information (for additional administrators, please provide additional sheets)		
Product Administrator or Main Contact (first & last name):	Title:	
E-Mail Address:	Admin IP Address:	
Required for local and municipal agencies:		
Administrator Home Address (street, city, state, zip):	Administrator Date of Birth:	
Section III – Billing Information		
Billing Contact (first & last name): check here if same as Administrator <input type="checkbox"/>	Title:	
Billing Address (street, city, state, zip):	Telephone:	
E-Mail Address:	Sales Tax Exempt: <input type="checkbox"/> No <input type="checkbox"/> Yes – please provide proof of exemption	
Do you require a PO number on invoice: <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, provide PO Number:		
Section IV – Business-to-Business Vendor Reference		
Required for local and municipal agencies:		
Company Name:	Contact:	
Business Address (street, city, state, zip):	Contact Phone Number:	
E-mail Address:	Account Number (if applicable):	

Section V – Site Visits

Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:

Contact Name:	Contact Phone:
Contact Email Address:	

Signature

I HEREBY CERTIFY that I am authorized to execute this Application on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.

Applicant Signature:	Date Signed:
Applicant Name:	Title:

LexisNexis Master Terms & Conditions - Government

These LexisNexis Master Terms & Conditions - Government (the “**Master Terms**”) are entered into as of _____ (the “**Effective Date**”), by and between **LexisNexis Risk Solutions FL Inc.** (“**LNRSFL**”), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and _____ (“**Customer**”), with its principal place of business located at _____, each individually referred to as the “**Party**” and collectively as the “**Parties**.” These Master Terms govern the provision of the LN Services (as defined below) by LNRSFL and each of its respective Affiliates who provide LN Services under these Master Terms (collectively referred to as “**LN**”).

WHEREAS, LNRSFL (or an Affiliate identified on a separate Schedule A) is the provider of certain data products, data applications and other related services (the “**LN Services**”); and

WHEREAS, Customer is a company or government agency requesting such data and data related services and is desirous of receiving LN's capabilities; and

WHEREAS, the Parties now intend for these Master Terms to be the master agreement governing the relationship between the Parties with respect to the LN Services as of the Effective Date.

NOW, THEREFORE, LN and Customer agree to be mutually bound by the terms and conditions of these Master Terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. **SCOPE OF SERVICES/CUSTOMER CREDENTIALING.** Subject to the terms of separate addenda and pricing schedule(s), purchase orders or statements of work for specific LN Services (each, a “**Schedule A**”), LN agrees to provide the LN Services described in such Schedule(s) A to Customer, subject to the terms and conditions herein. Any reference in a Schedule A to a services agreement shall mean these Master Terms plus the applicable addendum or addenda. References to the LN Services shall also be deemed to include the data therein as well as any Software provided by LN. These Master Terms shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available. Customer acknowledges and understands that LN will only allow Customer access to the LN Services if Customer's credentials can be verified in accordance with LN's internal credentialing procedures. The foregoing shall also apply to the addition of Customer's individual locations and/or accounts.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services, subject to the restrictions and limitations set forth below:

(i) Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Master Terms. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data for third-parties or, without LN's consent, to compare the LN Services against a

third party's data processing services. Customer agrees that, if LN determines or reasonably suspects that continued provision of LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of these Master Terms or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) GLBA Data. Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is “nonpublic personal information,” as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the “**GLBA**”), and is regulated by the GLBA (“**GLBA Data**”). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) DPPA Data. Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is “personal information,” as defined in the Drivers Privacy Protection Act, (18 U.S.C. §

2721 et seq.) and related state laws (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) Non-FCRA Use Restrictions. The LN Services described in a Schedule A (as defined in these Master Terms) as Non-FCRA are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined in the FCRA (the "Non-FCRA LN Services"). Accordingly, the Non-FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by the Master Terms, information received through the Non-FCRA LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the Non-FCRA LN Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section, use the Non-FCRA LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the Non-FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.

(v) FCRA Services. If a Customer desires to use a product described in a Schedule A as an FCRA product, Customer will execute an FCRA Addendum to the Master

Terms. The FCRA product will be delivered by an affiliate of LNRSFL, LexisNexis Risk Solutions Inc., in accordance with the terms and conditions of the Master Terms.

(vi) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of these Master Terms, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under these Master Terms. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(vii) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(viii) Additional Terms. To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at: www.lexisnexis.com/terms/risksupp, Customer agrees to comply with the Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such news, business information, and federal legislative and regulatory materials through the LN Services, Customer agrees to comply with the Terms and Conditions contained at: <http://www.lexisnexis.com/terms/general.aspx> (the "L&P Terms"). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into these Master Terms by reference. In the event of a direct conflict between these Master Terms, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: these Master Terms, the Risk Supplemental Terms and then the L&P Terms.

(ix) MVR Data. If Customer is permitted to access Motor Vehicle Records ("MVR Data") from LN, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) Upon advanced written notice to Customer, LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) **HIPAA.** Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(xi) **Economic Sanctions Laws.** Customer acknowledges that LN is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to LN Services to any individuals identified on OFAC's list of Specially Designated Nationals ("**SDN List**"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws.

(xii) **Retention of Records.** For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(vii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

(xiii) **Software.** To the extent that Customer is using software provided by LN ("**Software**"), whether hosted by LN or installed on Customer's equipment, such Software shall be deemed provided under a limited, revocable license, for the sole purpose of using the LN Services. In addition, the following terms apply: Customer shall not (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe the rights of others, or programs that place undue burdens on the operation of the Software, or (c) interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to

any other restrictions (such as number of users, features, or duration of use) agreed to by the parties or as set forth in a Schedule A.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "**User IDs**") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein. To the extent permitted under applicable law, Customer shall remain solely liable for all costs associated therewith and shall further reimburse LN for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the LN

Services, or any actions required as a result thereof. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "**Security Event**"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. To the extent permitted under applicable law, Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. **PERFORMANCE.** LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "**AS IS**". Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which

Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES.** Upon acceptance by the LN Affiliate(s) set forth on an applicable Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such schedules. The fees listed on a Schedule A may be updated from time-to-time by notice to Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall promptly notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("**Disclosing Party**") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, the LN Services, and other business information ("**Confidential Information**"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "**Trade Secret**" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth under applicable law. Each receiving party ("**Receiving Party**") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing Party prompt

written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of these Master Terms and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

7. **PAYMENT OF FEES.** Customer shall pay LN the fees described on the applicable Schedule A. Customer shall be responsible for payment of the applicable fees for all services ordered by Customer or otherwise obtained through Customer's User IDs, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN (and not employed by Customer at the time of the use) or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer agrees that it may be electronically invoiced for those fees. Payments must be received by LN within thirty (30) days of the invoice date. Any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by applicable law, whichever is less.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT.** These Master Terms are for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "**Term**"); provided, however, that any term provided on a Schedule A (the "**Schedule A Term**") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, these Master Terms shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION.** Either party may terminate these Master Terms at any time for any reason, except that

Customer shall not have the right to terminate these Master Terms to the extent a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment.

11. **GOVERNING LAW.** In the event that Customer is a government agency, these Master Terms shall be governed by and construed in accordance with the state or federal law(s) applicable to such agency, irrespective of conflicts of law principles. If the Customer is not a government agency, these Master Terms shall be governed by the laws of the State of Georgia, irrespective of conflicts of law principles.

12. **ASSIGNMENT.** Neither these Master Terms nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. The dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer shall be deemed an assignment for the purposes of these Master Terms. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (SOLELY FOR PURPOSES OF INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND LIMITATION ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

14. **LIMITATION OF LIABILITY.** Neither LN, nor its subsidiaries and affiliates, nor any third-party data provider shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the LN Services) for any loss or injury arising out of or caused in whole or in part by use of the LN Services. If, notwithstanding the foregoing, liability can be imposed on LN, Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under these Master Terms, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount of fees actually paid by Customer to LN under this Agreement during the six (6) month period preceding the event that gave rise to such loss or injury. Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages

and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER.

15. **INDEMNIFICATION.** To the extent permitted by applicable law, Customer hereby agrees to protect, indemnify, defend, and hold harmless LN from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to any third-party claim based upon (a) use of information received by Customer (or any third-party receiving such information from or through Customer) furnished by or through LN; (b) breach of any terms, conditions, representations or certifications in these Master Terms; and (c) any Security Event. LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services, when used in accordance with these Master Terms, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate these Master Terms and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

16. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of LN Services; payment for the LN Services; audit; LN's use and ownership of Customer's search inquiry data; disclaimer of warranties and other disclaimers; security; customer data and governing law shall survive any termination of the license to use the LN Services.

17. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of these Master Terms, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews and/or audits of Customer's use of the LN Services. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

18. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under these Master Terms, including, but not limited to, the licensing requirements and restrictions under [Paragraph 2](#), the security requirements of [Paragraph 3](#) and the privacy requirements in [Paragraph 23](#). Customer shall conduct a similar review of its obligations under these Master Terms with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

19. **TAXES.** The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

20. **CUSTOMER INFORMATION.** Customer certifies that Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN, the LN Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act ("FDCPA") (15 U.S.C. § 1692-1692p) or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement. Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing service, LN may terminate this agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

21. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

22. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section of the Application, unless stated otherwise. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of some or all of the LN Services. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

23. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("**Principles**"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>.

24. **PUBLICITY.** Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

25. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Master Terms (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

26. **LN AFFILIATES.** Customer understands that LN Services furnished under these Master Terms may be provided by LNRSFL and/or by one of its Affiliates, as further

detailed in a separate Schedule A and addendum to these Master Terms. The specific LN entity furnishing the LN Services to Customer will be the sole LN entity satisfying all representations, warranties, covenants and obligations hereunder, as they pertain to the provision of such LN Services. Therefore, Customer hereby expressly acknowledges and agrees that it will seek fulfillment of any and all LN obligations only from the applicable LN entity and the other LN entities shall not be a guarantor of said LN entity's performance obligations hereunder.

27. **CUSTOMER SUBSIDIARIES.** LN may provide the LN Services to Customer's wholly owned subsidiaries ("**Subsidiaries**"), in LN's sole discretion, subject to the Subsidiaries' completion of LN's credentialing process and any applicable paperwork. Customer assumes full responsibility for such Subsidiaries.

28. **MISCELLANEOUS.** If any provision of these Master Terms or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of these Master Terms shall remain in full force and effect. The failure or delay by LN in exercising any right, power or remedy under this Agreement shall not operate as a waiver of any such right, power or remedy. The headings in these Master Terms are inserted for reference and convenience only and shall not enter into the interpretation hereof.

29. **ENTIRE AGREEMENT.** Except as otherwise provided herein, these Master Terms constitute the final written agreement and understanding of the parties with respect to terms and conditions applicable to all LN Services. These Master Terms shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of these Master Terms. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in these Master Terms shall, with respect to the LN Services and all matters within the scope of these Master Terms, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any additional, supplementary, or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing. The terms contained herein shall control and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. These Master Terms can be executed in counterparts, and faxed or electronic signatures will be deemed originals.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am executing these Master Terms as the authorized representative of Customer and that I have direct knowledge of and affirm all facts and representations made above.

CUSTOMER:

Signature _____

Print Name _____

Title _____

Dated _____

(mm/dd/yy)

NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT

Customer (Agency) Name: _____

DBA: _____

Address: _____

City, State, Zip: _____

Contact Name: _____ **Phone:** _____

REQUIRED Please describe your purpose of use: _____

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")
 Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: Proceed to SECTION 3. QUALIFIED ACCESS

SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input type="checkbox"/>	In required institutional risk control programs.
<input type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input type="checkbox"/>	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
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	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
	Use by a government agency, but only in carrying out its functions.
	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
	For use in providing notice to the owners of towed or impounded vehicles.
	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE

Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? _____

SOCIAL SECURITY NUMBERS

Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

	Federal, state or local government agency with law enforcement responsibilities.
	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
	Collection department of a creditor.
	Collection company acting on behalf of a creditor or on its own behalf.
	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

	Location of suspects or criminals.
	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
	Location of individuals alleged to have failed to pay taxes or other lawful debts.
	Identity verification.
	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

	Federal, state or local government agency with law enforcement responsibilities.
	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
	Collection department of a creditor.
	Collection company acting on behalf of a creditor or on its own behalf.
	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

	Location of suspects or criminals.
	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
	Location of individuals alleged to have failed to pay taxes or other lawful debts.
	Identity verification.
	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. Definitions. For purposes of this Certification, these terms are defined as follows:

- a. DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.
- b. Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.
- c. DMF:** The federal Death Master File.
- d. NTIS:** National Technical Information Service, U.S. Department of Commerce
- e. Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

- (a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

Legitimate Fraud Prevention Interest: Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty: Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

- Fraud Prevention and identity verification purposes
- For uses permitted or required by law
- For uses permitted or required by governmental rules
- For uses permitted or required by regulation
- For uses necessary to fulfill or avoid violating fiduciary duties

and

- (b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and
- (c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Recipient and ordering, access to, and use of Limited Access DMF:

1. **Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
2. **Change in Status.** Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that it has destroyed all such DMF.
3. **Security and Audit.** Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.
4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.

6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Indemnification.** To the extent not prohibited by law, Recipient shall indemnify and hold harmless LN and NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Recipient's, Recipient's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.
8. **Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
9. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER: _____

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)



Quote for West Virginia Department of Health and Human Resources, Bureau for Child Support Enforcement

Research and Locate Tool

Requisition for Quotation No. CRFQ 0511 CSE2100000001

July 31, 2020

Submitted by:

John Lee, Account Manager

(937) 432-1976

John.Lee@lexisnexisrisk.com



This quote includes data that shall not be disclosed outside the West Virginia Department of Health and Human Resources (DHHR), Bureau for Child Support Enforcement (BCSE) or any other department necessary to process an order, and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this quote. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, DHHR, BCSE shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. The entire quote shall be subject to the restrictions contained herein. In addition, this data is exempt from disclosure pursuant to the Freedom of Information Act, 5 U.S.C. 522(b)(3) and (4). LexisNexis and the Knowledge Burst logo are registered trademarks of RELX Inc., used under license. © 2017 LexisNexis.

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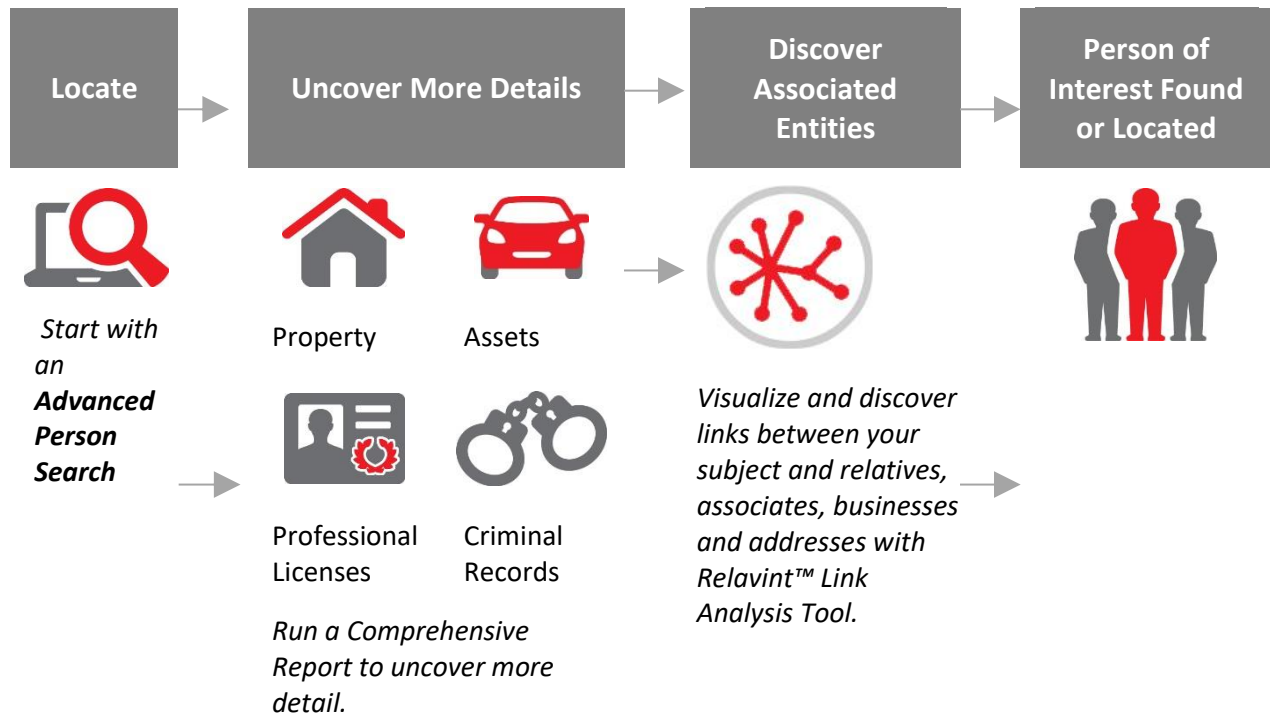
Attached Separately: Contractors Terms and Conditions

LexisNexis Risk Solutions Functionality

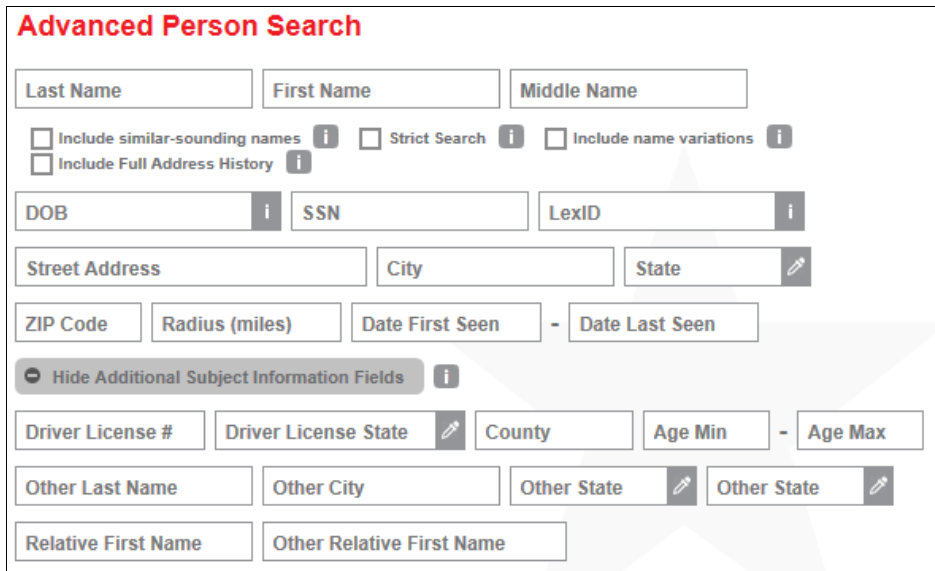
The LexisNexis Risk Solutions (LNRS) advanced investigative research solution, Accurint for Government Plus, meets unique investigatory needs of the DHHR, BCSE. The next generation search technology enables you to instantly gather and analyze current, comprehensive and authoritative public and proprietary records. By using Accurint, the DHHR, BCSE can:

- Locate people and discover associations
- Uncover property, assets, professional licenses, criminal records and more
- Investigate businesses
- Visualize complex relationships

A stand-alone, Web-based service, Accurint is available with a unique user ID and password 24 hours a day, seven days a week. Search results are typically returned within seconds.



Request for Quotation No. CRFQ 0511 CSE210000001 “Research and Locate Tool”



- The Accurant Advanced Person Search screen, depicted above, reflects the various criteria on which users may conduct research. Finding information is easy, even if you have partial or missing information.

The LNRS data repository is the most comprehensive available – containing 85 billion records. LNRS takes in data from more than 10,000 current and historical sources including more than 2.5 million new records every day. Combined, this equates to over 283 million unique identities.

This vast data collection will supply the responses to any DHHR, BCSE investigative inquiry. LNRS refines, links, and fuses data using high-performance computing technology, patented algorithms, and precise analysis to deliver a single, consolidated view of each unique identity in our database with a 99.9% confidence level.

Accurant’s powerful reporting feature explores the connections between individuals, relatives, associates and businesses. Short and comprehensive reports are available through Accurant. Report types include: assets, addresses, businesses, bankruptcy, civil courts, criminal records, death records, liens & judgments, property assessments, property deeds, watercraft, and more. Users may also customize reports to include specific types of information.

The DHHR, BCSE can access Accurant through the desktop client or a user-friendly web application. Or choose mobile access and put the power of public records to work in the field too.

Sample Search Results

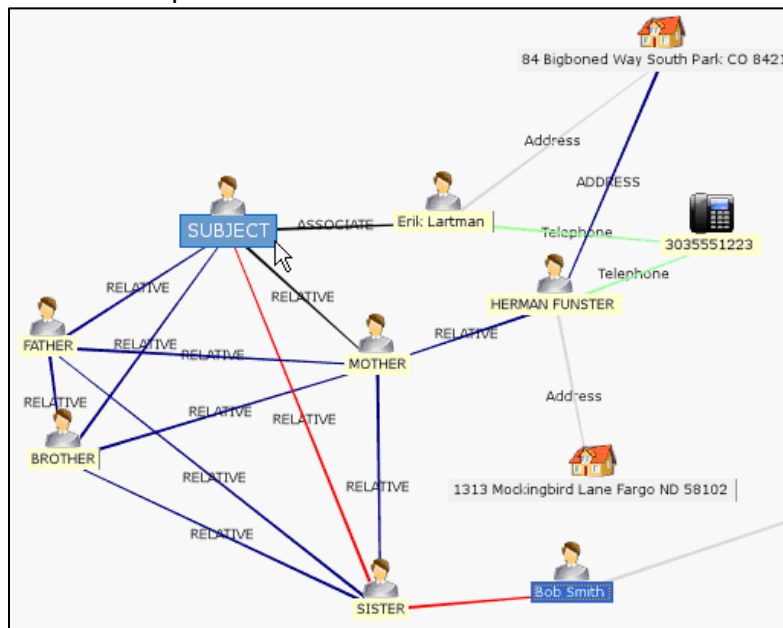
Last Name: [REDACTED] First Name: [REDACTED] ; Middle Name: [REDACTED]

ALL	NAME	SSN	ADDRESS	PHONE(S)	INDICATORS
1.	[REDACTED] DOB: 8/xx/1958 DOD: 9/xx/2009 Age at death: 51 Gender - Male *View Sources (~6)	SSN: [REDACTED] SSN belongs to a person reported as deceased. SSN: [REDACTED] SSN: [REDACTED] LexID: [REDACTED]	[REDACTED] Jul 2000 - Dec 2011 Map FL Sep 2009 Map [REDACTED] Map		criminal
2.	[REDACTED] DOB: 3/xx/1921 DOD: 4/xx/2015 Age at death: 94 Gender - Male *View Sources (~7)	SSN: [REDACTED] LexID: [REDACTED]	[REDACTED] Jul 1985 - Sep 2016 Map [REDACTED] - EDT (CURRENT LISTING NAME) CURRENT DA AMERITECH INDIANA AUBURN, IN Jan 2001 - Sep 2016 [REDACTED] Apr 2010 - Dec 2015 Map		

Sample Accurant search results are depicted above. From search results, users can retrieve comprehensive reports that include even more information.

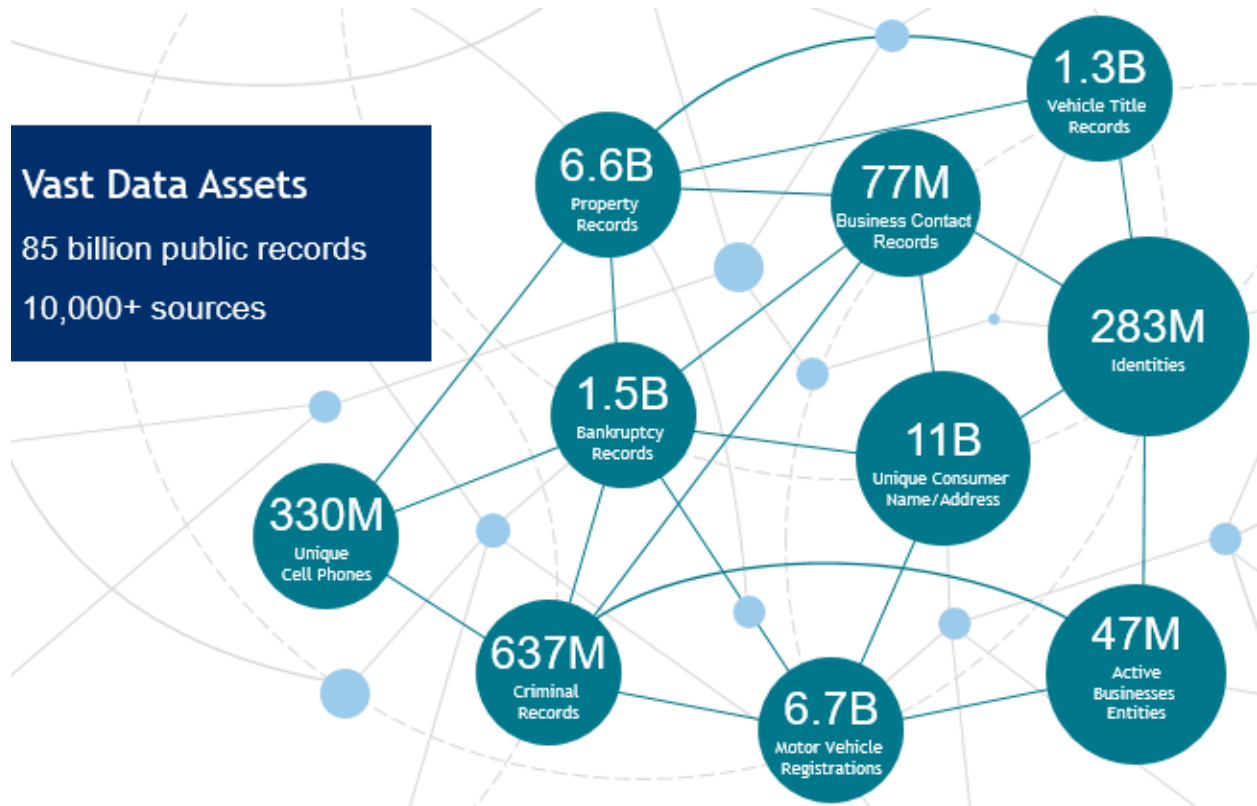
Relavint Link Analysis

The Relavint link analysis tool in Accurant allows investigators to create sophisticated link analysis charts and to edit them as new information becomes available. With its easy-to-use technology, investigators can visualize connections between various individuals and businesses and their respective retrieved data as well as customize their presentation.



Accurant’s Relavint link analysis tool.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this quote.



- Accurant data includes: people, AKAs and alternative names, credit header data from the three major bureaus, relatives & associates, phones (landline, cell, VoIP), addresses & address types, deeds & mortgages, real property assessments, vehicle records, death records, utility and resident service files, Social Security numbers, businesses, voter registrations, email addresses, legal records, assets, derogatory data, employment data, professional licenses, and much more.

Accurant Advantages:

- **Cutting-edge Technology.** Accurant allows searches to be performed much more cost effectively than alternatives. Given a few pieces of information (e.g. a phonetically spelled name, the city of a previous address), Accurant can rapidly retrieve a complete and accurate identification of an individual, including current and historical addresses as well as associative links (relatives, associates, and neighbors).
- **LexID.** One of the major differences between LNRS and our competitors is our patented identity linking technology – called LexID. This core capability is included in the LNRS solution. Other solutions are limited by their federated search technology, which groups records only when they match input criteria. In contrast, LNRS cross-links every new



record, regardless of whether or not the data is structured or unstructured. LexID connects identities behind the scenes by refining, linking, and fusing data from over 10,000 distinct sources, with up to 99.9% precision. The technology represented in LexID, composed of multiple patents, is the ingredient behind LNRS Risk Solutions. LexID analyzes large data sets more easily, accurately, and efficiently by using a High Performance Computing Cluster (HPCC) and proprietary programming language. The LexID is a unique 12-digit number that is often a better indicator of a unique individual than a Social Security number (SSN), and the LexID is not Personally Identifiable Information (PII).

- **Quickest Response Times.** Accurint query responses come back virtually instantly (less than 1,000 milliseconds) and Accurint reports are generated in under four seconds.
- **Timeliness of Data.** Data is updated as often as daily, depending upon the data source. Queries and reports are always run against the most current data, so there is no need to wait until the end of the month or the end of the quarter to obtain current information.
- **Configurability.** The user can control the results included in reports, and preferences can be saved as a default setting.
- **Reverse Search Capability.** The Accurint system offers the unique capability to query each search in a reverse manner. For example, a user can enter a street address, and Accurint will return all associated records pertaining to the queried address.
- **User Friendliness.** Based upon customer testimonials, Accurint is the easiest system on the market to use.
- **Relevant Plus Link Analysis Tool** - Allows you to see complex relationships, expand entities to discover new links and integrate your agency’s internal data.
- **Drag & Drop Functionality** - Gives you the ability to open multiple windows from your desktop and easily drag and drop data into other windows to expand your analysis.
- **Advanced GIS Mapping** - You can link information to locations to see geo-spatial relationships between people and addresses. With the ability to overlay data onto a map, you gain a better understanding of how entities are related or interconnected.
- **Query Organizer Tool** - Logically and conveniently store and share case information with colleagues.
- **Customization Made Easy** - Manually draw and label links between individuals, add agency data sets and utilize our comprehensive Icon Library.
- **On-screen User Guide** - Help is only a click away, right from the toolbar.

Name	Address	First Reported	Last Reported	Phone #	Listing Name	DOB	SSN
DOE, JANE	FALLS CHURCH, VA, 22041	Current	11/2005 07/2010	(703) 956-1406	DOE JANE		
DOE, JANE	107 STONEMILL DR, LYNCHBURG, VA, 24502-2050	Current	03/2006 07/2010				
DOE, JANE	204 STONEMILL DR, LYNCHBURG, VA, 24502-5063	Current	12/2005 07/2010				
DOE, JANE	2213 PARK AVE, RICHMOND, VA, 23220-2714	Current	04/2010 07/2010	(804) 354-9569	DOE JANE		
DOE, JANE	22270 PACIFIC BLVD, APT, STERLINGS, VA, 20166-6924	Current	02/2007 07/2010	(703) 956-1405	DOE JANE		
DOE, JANE	225 SUSAN CONSTANT DR, NEWPORT NEWS, VA, 23608-2664	Current	05/2010 07/2010	(757) 969-5423	DOE JANE		
DOE, JANE	2622 CEDARHURST AVE NW, ROANOKE, VA, 24012-3232	Current	05/2010 07/2010				
DOE, JANE	906 WOLFE ST, ALEXANDRIA, VA, 22314-3635	Current	02/2010 07/2010	(703) 549-1090	DOE JANE		
DOE, JANE	906 HOLBROOK DR, NEWPORT NEWS, VA, 23602-8999	Current	04/2007 10/2007		WALMON OLIVER SR		427-94-XXXX


GIS Mapping tools enable you to seamlessly drag search results into “real-time” windows to display the location of people, businesses, infrastructure and more

Other Premium Accurint Features

Real-Time Phones

Accurint Real-Time Phones helps investigators locate hard-to-find individuals by running simple phone number and address queries. Search in-house and real-time phone sources for landline, wireless, VOIP, and other phone number related data. This search also provides additional real-time phone source information on over 330 million wireless numbers and detailed information of carriers that can be used for investigative purposes.

Real-Time Phones searches provide a more comprehensive overview of the phone number for case investigations, including further detail that may be used in issuing subpoenas when necessary.



● The Real-Time Phones Search feature is simple to use, as the search template above illustrates.

Search results may include:

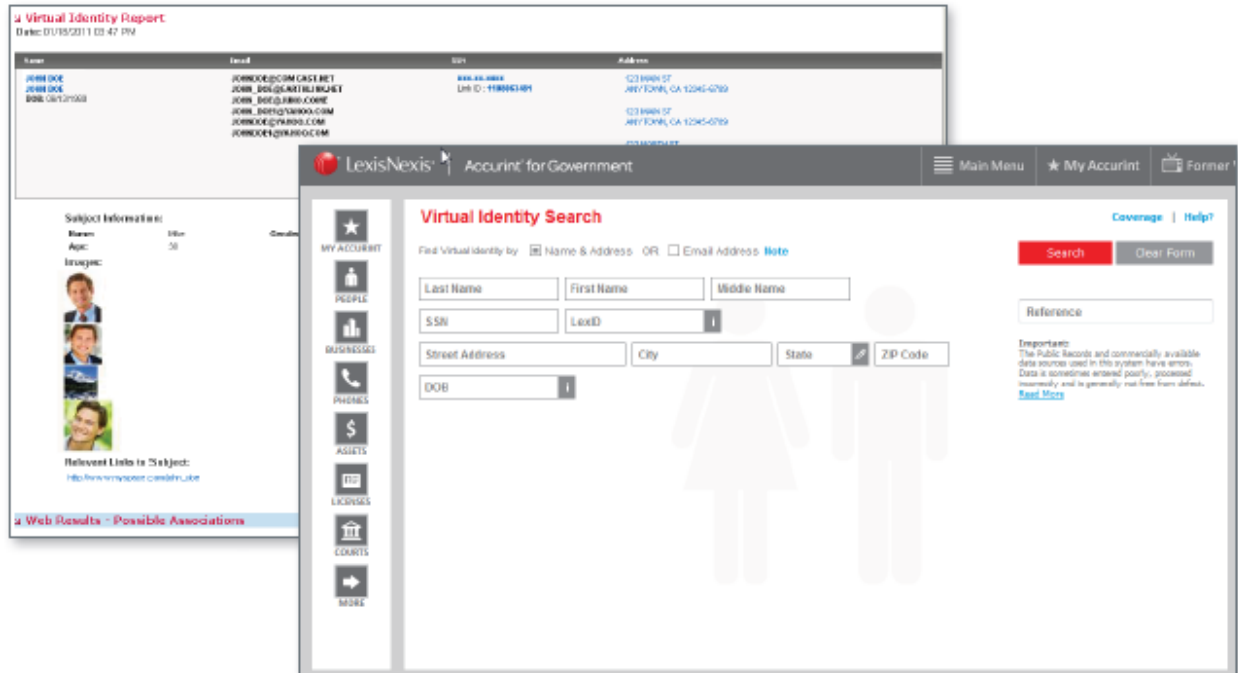
- **Subject Name** – Individual or Business name.
- **Social Security Number** – Full or partial social security number depending on query type.
- **Address** – Full or partial address.
- **Phone Number** – 7 or 10-digit phone numbers; 10-digit phone number will be required to run a phone detail report.*
- **Source Type** – Possible wireless, directory assistance, Real-Time Phones, and combined phones.
- **Time Zone** of address.
- **Carrier Name** – Name of telephone company or wireless provider.
- **Carrier City and State** – General location of telephone company or wireless provider.
- **Dates** – First reported and last reported dates.

* A Phone Detail Report may also including type and status of phone line, porting and published indicators, current and previous operating company contact details, historical phone records, data on the subject’s name, Caller ID name, addresses with latitude and longitude information (when available), listing creation and transaction date, listing type, and other information related to the phone number.

Virtual Identity Search and Report

Virtual Identity Search and Report provides government and law enforcement agencies with an alternate view of an entity: its virtual presence. With this enhanced search functionality, you can determine if a virtual identity or web footprint exists for your person of interest within seconds, without having to access multiple sites – saving you and your agency significant time and effort. Investigators and researchers can now run a subject’s email address within Accurint and determine if that email address is linked to any social networking sites (e.g., Facebook, Twitter, LinkedIn).

Additionally, when you request a Virtual Identity Report in Accurint, you will receive a list of all matching social network and/or virtual identity public-facing pages (URLs) when a match is found between the search subject’s email address and a site’s “registered” email address.



Capture a more complete view:

- Expand your “go to” investigative tool with access to over 140 social networking sites.
- Access a single investigative tool where you can search public records and social networking information in one place.
- Fuel your investigations by uncovering virtual identities and web footprints for persons of interest.
- Enhance your view of subjects and persons of interest by identifying virtual relationships and associations.

Advanced Motor Vehicles Search

The Advanced Motor Vehicles Search provides information on vehicle registrations as recorded by state agencies. Search results cover automobiles in addition to boats, trailers, RVs, and other assets registered with the Department of Motor Vehicles.

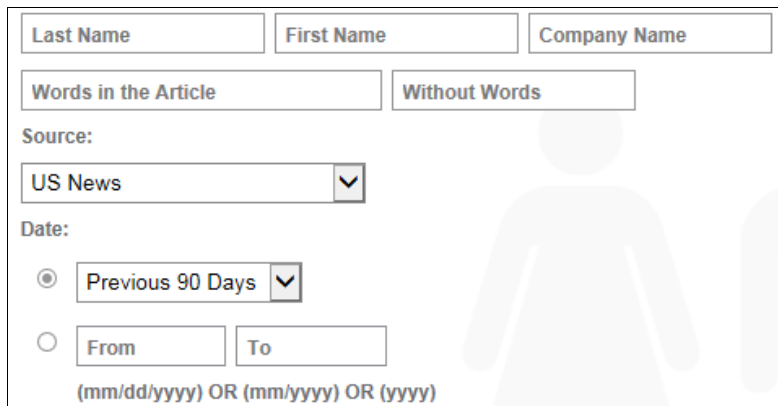
The Advanced Motor Vehicles Search includes Real-Time Motor Vehicle Registrations, which provides current information on a vehicle. Since vehicle registrations are renewed each year, address information is often more up-to-date than other sources (such as driver license records). The vehicle data returned from the real-time source is only current information; no historical records are included.

You can search motor vehicle records using the following criteria:

- Last Name
- First Name
- Middle Name
- Company Name
- Street Address
- City
- State
- Zip
- SSN
- LexID
- Driver License Number
- Year
- Make
- Model
- VIN
- Tag Number

News

Conduct investigative research on people and businesses with access to thousands of national and international news sources. LNRS forms-based queries make searching easy, allowing you to restrict searches by: region, name (first and last), company name, key words, and date range.




Last Name First Name Company Name

Words in the Article Without Words

Source:
US News

Date:
 Previous 90 Days
 From To
(mm/dd/yyyy) OR (mm/yyyy) OR (yyyy)

 Above: LNRS forms-based news search box.

Responses to Select Specifications

Qualifications

Request

3.1 The online investigative research and locate tool must meet the combination of data, features, and capabilities outlined in Section 4 through one gateway service.

Response

Please see the response to Section 4 (Mandatory Requirements) below. This quote’s “LNRS Functionality” section also includes a summary of our solution and content.

Request

3.2 The online investigative research and locate tool must allow for sixty-five (65) licenses which must include real time incarceration and arrest records for concurrent users.

Response

LNRS provides pricing for 65 users with access to Accurint for Government Plus.

Agency users also will access real-time incarceration and arrest records, including over 140 million booking records and 38 million offender images from 2,000+ law enforcement databases nationwide. Local booking data is available from facilities in 43 states plus D.C., and state departments of corrections data is available from 27 states. We add over 1 million new records each month. This equates to approximately 85% of all incarcerations in the United States, so you can rest assured it has the most reliable booking data available. Search results include both past and current incarcerations. This data will be available under the contract starting Jan. 1, 2021.

Mandatory Requirements

Request

4.1.1. Real-Time Incarceration and Arrest Records—must be available within twenty-four (24) hours of arrest or incarceration

Response

LNRS will provide access to this data pursuant to the response above in section 3.2.

Request

4.1.2. Photo Images on Criminal Records—When available from the sources, these images will be displayed on arrest records, sex offender records, and selected Department of Correction records.

Response

Photo images are provided online when available from our sources.

Request

4.1.3. Cell Phone Data— information including name, address, phone number for cell phones, landlines, and VoIP. The Phone Records data set provides access to hundreds of millions of phone records, including more than 200 million cell phone numbers, as well as landlines and VoIP numbers.

Response

LNRS provides all the foregoing content, including over **330 million** wireless numbers. Please see the “Real-Time Phones” description in this quote’s “LexisNexis Risk Solutions Functionality” section.

Request

4.1.4. Utility Data—must include names, addresses, service information from national and regional electric, cable, gas, and telephone companies, including but not limited to: American Electric Power, American Water, Mountaineer Gas, AT&T, and Suddenlink.

Response

Utility data is included. We have one third party aggregator that supplies us with utility data.

The data is categorized and coded into three types:

- 1 – Infrastructure (C = Coal, E = Electric, G = Gas, O = Oil, P = Propane gas, W = Water)
- 2 – Convenience (A = Paging, D = Long distance phone, F = Local phone, H = PCS, I = Cellular phone, L = Line leasing, N = Internet, S = Satellite, U = Cable TV Service, V = Cable Equipment, X = bundled)
- 3 – Miscellaneous (Z = Other)

Our coverage is nationwide and updates on a daily basis.

Request

4.1.5. Credit Reporting Bureaus—must provide government investigators and analysts with information originating from all three major credit reporting bureaus: Equifax, Experian, and TransUnion, including real-time header information from multiple credit reporting bureaus in comprehensive reports. This results in reports that provide more current address information. Other critical address information provided by credit reporting bureaus includes the high-risk address alert, which identifies addresses that may be associated with a propensity for fraud.

Response

LNRS provides credit header data (updated daily) from all three credit bureaus. LNRS will also flag high-risk addresses.

Request

4.1.6. Real-Time Vehicle Registration Data—must provide real-time gateway access to vehicle registration data for any and all states who make that information available in the United States and must include West Virginia, Virginia, Pennsylvania, Ohio, Kentucky, Florida, North Carolina and South Carolina, providing up-to-date information on vehicles and their registered owners.

Response

LNRS includes this premium content in your subscription. Please see the “Advanced Motor Vehicle Search” description in this quote’s “LexisNexis Risk Solutions Functionality” section. Real-time Gateway data may update at varying frequencies by state. Some states provide daily updates, some weekly, others monthly.

Request

4.1.7. Global Business Data—must provide comprehensive data on business entities, including small and privately held companies as well as corporations. Business data sources must include a global offering of a minimum of 200 million companies, including both U.S. company information and international company information from all countries in the world.

Response

LNRS provides information on over 47 million active and verified U.S. businesses. The database also contains records on hundreds of millions of other U.S. businesses.

Request

4.1.8 Alerts—must allow for the capability to automatically monitor the status of a selected attribute or subject, at a chosen time interval (e.g., daily, weekly, etc.). When either new information is added or information changes on the selected attribute or subject a notification, for example, message for users to see when they login to the site, must be sent to the user about the updated information. The notification must be sent within 24 hours after changes.

Response

Users can set up person alerts to monitor changes in name, address, phone, and death records. Alerts comply with specifications above.

Request

4.1.9. Web Analytics— must have a Web dashboard tool that provides search access to social networking sites, blogs, watchlists, and other Web sources.

4.1.9.1. The dashboard tool must allow users to scan multiple levels of maximum of 10 users at one time of the subject’s associates and assess potential negative affiliations.

Response

For a description of what LNRS provides, please see the “Virtual Identity Search & Report” portion in this quote’s “LexisNexis Risk Solutions Functionality” section.

Request

4.1.10 Company and Family Tree— must have a tool which provides visualization of relationships between parent and subsidiary companies.

Response

This functionality is provided in the “Relavint” feature. The Relavint link analysis tool in Accurint allows investigators to create sophisticated link analysis charts and to edit them as new information becomes available. With its easy-to-use technology, investigators can visualize connections between various individuals and businesses and their respective retrieved data as well as customize their presentation.

Request

4.1.10.1 Graphical Display— must have a dashboard tool providing visualization of connections between people and businesses.

Response

The Relavint solution provides this functionality.

Request

4.1.11. Negative News—This dashboard tool provides access to news items relating to a subject, with ability to focus on negative news and sentiments about the subject.

Response

With Accurint, you can conduct investigative research on people and businesses with access to thousands of national and international news sources. LNRS forms-based queries make searching easy, allowing you to restrict searches by: region, name (first and last), company name, key words, and date range.

Request

4.1.12. Quick Analysis Flags—Provides a checklist of data sets that can be potential red flags for a person or business, in order to help determine where to focus investigative efforts.

Response

Various types of flags can appear in search results next to names, SSNs, high-risk addresses, and more. For example:

If a red flag appears below the SSN, it may be associated with one of the following:

- SSN belongs to a person reported as deceased.
- SSN issued prior to the input date-of-birth.
- SSN is invalid.
- SSN was issued to a non-US citizen.
- SSN was issued within the last three years.

If a yellow flag appears below the SSN, it may be associated with one of the following:

- SSN is a Relative's SSN.
- SSN was linked to more than 2 people.
- SSN not recently reported for subject.
- SSN potentially randomly issued by the SSA.
- SSN potentially randomly issued by the SSA, but invalid when first associated with the consumer.
- Individual Taxpayer Identification Number (ITIN)

If a blue flag appears below the SSN, it may mean "SSN is incomplete."

A red flag can also mean a phone number is disconnected. A red capital letter **D** can mean the person is deceased.

Request

4.1.13. Map Analytics—This dashboard tool plots a subject’s address on a map and allows a view of surrounding businesses by type, including medical facility, attorney’s office, or automotive mechanic shop. Users must also view details of businesses on the map.

Response

Accurint allows this functionality. GIS mapping tools enable you to seamlessly drag search results into “real-time” windows to display the location of people, businesses, infrastructure and more.

Request

4.1.14. Customizable Dashboard—the dashboard tool view must allow users to get an immediate overview of a person or business and to quickly get a sense of potential risks associated with the subject. Users must be able to customize the dashboard to ensure a focus on data that’s most relevant to them.

Response

LNRS complies with this request. Users can manually draw and label links between individuals, add agency data sets, and utilize our comprehensive Icon Library.

Request

4.1.15. Vital Statistics—this tool results must include a feature which provides a convenient summary of the key attributes such as: address, date of birth, phone number, etc., and information from multiple sources such as birth certificate, death certificate, and marriage certificate for a subject.

Response

LNRS search results and reports provide quick, easy-to-access summaries the attributes listed above.

Request

4.1.16. Linked Searching—must offer the ability to search from within search results, allowing users to dive deeper into returned data. Linked searches include at a minimum;

- 4.1.16.1 address,
- 4.1.16.2. business name,
- 4.1.16.3. driver’s license number,
- 4.1.16.4. email address,
- 4.1.16.5. person name,
- 4.1.16.6. phone number, and
- 4.1.16.7. Social Security number.

Response

LNRS complies.

One of the major differences between LNRS and our competitors is our patented identity linking technology – called LexID. This core capability is included in the LNRS solution. Other solutions are limited by their federated search technology, which groups records only when they match input criteria. In contrast, LNRS cross-links every new record, regardless of whether or not the data is structured or unstructured. LexID connects identities behind the scenes by refining, linking, and fusing data from over 10,000 distinct sources, with up to 99.9% precision. The technology represented in LexID, composed of multiple patents, is the ingredient behind LexisNexis Risk Solutions. LexID analyzes large data sets more easily, accurately, and efficiently by using a High Performance Computing Cluster (HPCC) and proprietary programming language. The LexID is a unique 12-digit number that is often a better indicator of a unique individual than a Social Security number (SSN), and the LexID is not Personally Identifiable Information (PII).

Request




4.1.17. Entity Resolution—Vendor must use an entity resolved database (ERD) technology to find all available public records pertaining to a subject. This technology uses multiple data elements and identifiers to match records and can overcome partial and incomplete data, misspellings, etc. ERD technology ensures that users obtain the full complement of available data on a subject.

- 4.1.17.1. **Relevance Scores—As results are returned, the most relevant records must appear at the top of the result list.**
- 4.1.17.2. **Data Source Transparency—ERD must identify the sources of its returned data, so that users can be reassured of the credibility and reliability of the data.**

Response

LNRS complies with the foregoing requests.

An Accurint report will list generic source information, including the number of sources. Users may click on the “source document(s)” link to view the sources. An example follows:

 Source Information:  	
All Sources	73 Source Document(s)
Voter Registrations	8 Source Document(s)
PhonesPlus Records	1 Source Document(s)
Phone	3 Source Document(s)
Historical Person Locator	20 Source Document(s)
Person Locator 2	4 Source Document(s)
Deed Transfers	11 Source Document(s)
Tax Assessor Records	24 Source Document(s)
Person Locator 4	2 Source Document(s)

Request

4.1.18. User Preferences— Preferences account tool must allow users to create preferences for conducting linked searches, permissible uses, user profile, display order of dashboard modules, and regarding data included in the Quick Analysis Flags and Associate Analytics modules.

Response

LNRS complies with the foregoing requests.

Request

4.1.19. Customized Reporting—must have the ability to create report templates by setting report preferences, identifying the sections to include, and setting the sequence in which sections are displayed. Examples are Administrative Report, Usage Reports, adhoc, etc.

Response

LNRS complies with these requests. Accurint administrators can generate usage reports online in real time.

In addition, all users can create investigative reports through Accurint. Examples include:

- Asset Report
- Comprehensive Report
- Finder Report
- Summary Report
- Comprehensive Address Report
- Comprehensive Business Report
- Custom Comprehensive Report
- Business Link Report
- Contact Card Report
- Entitlement Report

Request

4.1.20. Workspace—The Workspace feature must allow users to save selected results and report data indefinitely and provides the ability to generate link-chart and map views of the data. Visualizing information on multiple subjects in a link-chart view makes it easier for investigators to discern possible connections or associations between subjects/entities.

Response

LNRS complies with these requests.

Request

4.1.21. Google Maps, or equal Compatibility— must provide mapping of address data, powered by Google Maps, or equal, in several areas, including the Address Map and Map Analytics modules, Workspace, and in Search Results, by selecting the map icon located beside the address. This is for Multifactor Verification per Office of Technology (OT) standards.

Response

LNRS complies with these requests.

Request

4.1.22. Vendor should provide with their bid a copy of any hardware or software licensing and/or support terms and conditions to which the State of West Virginia or the Agency must agree to accept, either in writing or digitally, in order to order and receive the commodities or services offered as part of this contract. Written terms will be required prior to the award of any contract resulting from this solicitation. Failure to provide additional terms and condition may result in disqualification of the Vendor’s bid.

Response

LNRS attached its terms and conditions as separate documents to this quote. Please see the “Contractual Matters” section for more details.

Miscellaneous

Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor’s responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: John Lee

Telephone Number: (937) 432-1976

Fax Number: N/A

Email Address: John.Lee@lexisnexisrisk.com

Pricing

LNRS offers the following pricing for 65 user IDs with access to Accurint for Government Plus with premium features Real-Time Phones, Virtual Identity Search & Report, Real-Time MVR Searching, News, and Jail Bookings Data (starting Jan. 1).

	Per User Fee (Flat Rate)	Per User Fee Multiplied by Quantity (Flat Rate)	Monthly User Fee (Flat Rate)	Multiplied by Twelve Months X 12 =	Annual Fee (Flat Rate)
Sixty-five (65) users for Web-based research and locate portal	\$114	x 65	\$7,410	x 12	\$88,920
Year one (1) renewal	\$114	x 65	\$7,410	x 12	\$88,920
Year two (2) renewal	\$114	x 65	\$7,410	x 12	\$88,920
Year three (3) renewal	\$114	x 65	\$7,410	x 12	\$88,920
Total Bid Amount					\$355,680

Award will be made to the bidder with the lowest Total Bid Amount meeting all of these specifications.

LexisNexis Risk Solutions FL Inc.

Vendor Name

1000 Alderman Dr., Alpharetta, GA 30005

Vendor Address




Vendor Signature (Micah Asch, Manager, Proposal Development)

John.Lee@lexisnexisrisk.com

Vendor Email

Solicitation Forms


	Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Request for Quotation 21 – Info Technology

Proc Folder: 751534			
Doc Description: 65 Licenses for Research and Locate Tool			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-17	2020-07-31 13:30:00	CRFQ 0511 CSE210000001	1

BID RECEIVING LOCATION			
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US			

VENDOR
Vendor Name, Address and Telephone Number: LexisNexis Risk Solutions FL Inc. 1000 Alderman Dr. Alpharetta, GA 30005 (937) 432-1976 John.Lee@lexisnexisrisk.com

FOR INFORMATION CONTACT THE BUYER
Brittany E Ingraham (304) 558-0067 brittany.e.ingraham@ww.gov

Signature X 	FEIN # 41-1815880	DATE July 28, 2020
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All offers subject to all terms and conditions contained in this solicitation

Request for Quotation No. CRFQ 0511 CSE210000001 “Research and Locate Tool”

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Department of Health and Human Resources, Bureau for Child Support Enforcement is soliciting bids to establish a contract for a Real-time Web-based research and locate tool to enable users to locate individuals (Custodians, Non-custodians, and Third Party) and businesses in order to increase child support payments received and disbursed, per the bid requirements, specifications, terms and conditions attached to this solicitation.

The Bureau will need a total of sixty-five (65) licenses which must include real-time incarceration and arrest records.

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715		FISCAL UNIT MANAGER 304-356-4715	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
CHILD SUPPORT ENFORCEMENT		CHILD SUPPORT ENFORCEMENT	
350 CAPITOL ST, RM 147		350 CAPITOL ST, RM 147	
CHARLESTON	WV25301-3703	CHARLESTON	WV 25301-3703
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Sixty-Five (65) Real-Time Web-Based Research and Locate	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description :

PLEASE SEE EXHIBIT A PRICING PAGE.

If Vendor is submitting a bid online, Vendor must submit the Pricing Page as an attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into the wOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Q&A Deadline (10:00 AM ET)	2020-07-22


Request for Quotation No. CRFQ 0511 CSE2100000001 “Research and Locate Tool”

	Document Phase	Document Description	Page 3
CSE2100000001	Final	65 Licenses for Research and Locate Tool	of 3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Request for Quotation No. CRFQ 0511 CSE210000001 “Research and Locate Tool”

	Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Request for Quotation 21 – Info Technology

Proc Folder: 751534			
Doc Description: Addendum 1 - 65 Licenses for Research and Locate Tool			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-27	2020-07-31 13:30:00	CRFQ 0511 CSE210000001	2

BID RECEIVING LOCATION			
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US			

VENDOR
Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER
Brittany E Ingraham (304) 558-0067 brittany.e.ingraham@wv.gov

Signature X 	FEIN # 41-1815880	DATE July 29, 2020
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All offers subject to all terms and conditions contained in this solicitation

Request for Quotation No. CRFQ 0511 CSE210000001 “Research and Locate Tool”

ADDITIONAL INFORMATION:

Addendum No.01 - The purpose of this addendum is to:

1. Provide vendor questions and agency responses

No other changes.

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV 25301-3703 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Sixty-Five (65) Real-Time Web-Based Research and Locate	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description :

PLEASE SEE EXHIBIT A PRICING PAGE.

If Vendor is submitting a bid online, Vendor must submit the Pricing Page as an attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into the wOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Q&A Deadline (10:00 AM ET)	2020-07-22


Request for Quotation No. CRFQ 0511 CSE2100000001 “Research and Locate Tool”

	Document Phase	Document Description	Page 3 of 3
CSE2100000001	Final	Addendum 1 - 65 Licenses for Research and Locate Tool	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Request for Quotation No. CRFQ 0511 CSE210000001 “Research and Locate Tool”


	Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Request for Quotation 21 – Info Technology

Proc Folder: 751534			
Doc Description: Addendum 2 - 65 Licenses for Research and Locate Tool			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-29	2020-07-31 13:30:00	CRFQ 0511 CSE210000001	3

BID RECEIVING LOCATION			
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US			

VENDOR
Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER		
Brittany E Ingraham (304) 558-0067 brittany.e.ingraham@wv.gov		

Signature X 	FEIN # 41-1815880	DATE 7/29/2020
All offers subject to all terms and conditions contained in this solicitation		

Request for Quotation No. CRFQ 0511 CSE210000001 “Research and Locate Tool”

ADDITIONAL INFORMATION:

Addendum No.02 - The purpose of this addendum is to:
 1. Provide agency response to an additional vendor question
 No other changes.

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV 25301-3703 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Sixty-Five (65) Real-Time Web-Based Research and Locate	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description :
 PLEASE SEE EXHIBIT A PRICING PAGE.

If Vendor is submitting a bid online, Vendor must submit the Pricing Page as an attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into the wOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Q&A Deadline (10:00 AM ET)	2020-07-22

Request for Quotation No. CRFQ 0511 CSE2100000001 “Research and Locate Tool”

	Document Phase	Document Description	Page 3 of 3
CSE2100000001	Final	Addendum 2 - 65 Licenses for Research and Locate Tool	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Request for Quotation No. CRFQ 0511 CSE210000001 "Research and Locate Tool"

**West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: LexisNexis Risk Solutions FL Inc. Address: 1000 Alderman Dr.
Alpharetta, GA 30005

Name of Authorized Agent: Micah Asch Address: Same as above

Contract Number: TBD Contract Description: Research and Locate Tool

Governmental agency awarding contract: West Virginia Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Only the contracting business entity, LexisNexis Risk Solutions FL Inc., will negotiate a final contract with the Agency if the company gets an award pursuant to this RFQ.

Signature:  Date Signed: July 28, 2020

Notary Verification – Notarization is unavialbe pursuant "work-from-home" restrictions during the COVID-19 pandemic.

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Revised June 8, 2018

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: LexisNexis Risk Solutions FL Inc.

Authorized Signature:  Date: July 28, 2020

State of _____ -- Notarization is unavailable pursuant "work-from-home" restrictions during the COVID-19 pandemic.

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 01/19/2018)

Contractual Matters

The proposed changes that LexisNexis Risk Solutions (LNRS) makes allow us to maintain high levels of security and comply with company policies and federal, state and third-party licensors’ legal obligations. LNRS is committed to doing business with DHHR, BCSE. If you identify any issues with our proposed changes, please notify us immediately so we can reach an agreement that is mutually acceptable to both parties.

Proposed Changes to the RFQ’s General Terms and Conditions

- Section 8 – please change the second to last sentence to the following: “Vendor must also provide Agency with immediate notice of a cancellation to the insurance policy.”
- Section 26 – please delete the last sentence in this section. LNRS license terms, attached separately, include provisions required by the statutes governing the data LNRS provides and flow down provisions from data vendors.
- Section 28 – please delete “free from defect in material and workmanship.” LNRS data is provided “as is.”
- Section 30 – this section includes a link to “Confidentiality Policies and Information Security Accountability Requirements,” to which we would like to make the following changes:
 - Section 2.3 – the definition of security incident is too vague and overbroad. This should not include AI driven and machine driven hack attempts which can number in the thousands. Reporting these would be burdensome and not beneficial to either party.
 - Section 3 – delete the part of this section that states “absorbing any cost associated with the appropriate response actions deemed by the State to be reasonable and necessary. Additional vendor funding may be needed for required activities, such as: rapid notification to affected persons, and provision of a call center to handle inquiries. Notification and call handling will use a State-specified method, format, language, and personnel staffing level.” LNRS does not agree to absorb “any cost associated with the appropriate response actions deemed by the State to be reasonable and necessary.” LNRS can agree to absorb all reasonable costs to the extent that the breach has been found to have been caused by LNRS’s negligence. LNRS will comply with notice requirements as set forth in applicable statutes and as advised by law enforcement agencies involved if any. LNRS can agree to cooperate with the customer in the notice process to the extent the customer is to be named.
 - Section 4.1 – this section references a confidentiality statement and the incident response acknowledgement, but it is not clear what those are and whether when they are included in a purchase order they will have different wording.

- Section 4.3.2 – this clause shall except from its scope data that LNRS has in its database or that LNRS acquires for the database during the term of this contract and not specifically for the State. Include in the section:

Contractor shall retain all right, title, and interest with respect to all of its intellectual property and technology, including any and all Contractor data derived from its public records database regardless of whether such information or technology is embodied in any Deliverables or materials provided to the State in performance of this Agreement

- Section 4.3.4 – in place of this section add the following:

LNRS agrees to make available information necessary to demonstrate its compliance with its obligations as to personal information and to allow for audits, including inspections (collectively or individually referred to hereinafter referred to collectively or individually as a “Review” or “Reviews”). Such Reviews shall be conducted so as not to disrupt LNRS’s business operations, scheduled upon thirty (30) days advance written notice, subject to the execution of a confidentiality and non-disclosure agreement, occur no more than once per year and a plan for any such Review shall be provided and agreed upon in advance between the Parties. Customer agrees to abide by LNRS’s applicable policies during any such review. Nothing contained herein shall be construed as requiring LNRS to disclose information that is protected by the attorney-client privilege or otherwise confidential.

Further LNRS does not agree to allow the customer to direct or mandate changes to its security platform. LNRS cannot agree to allow a third party customer to direct what remedial action is appropriate in a data breach situation. The customer may not know the full set of circumstances, including regulatory and contractual requirements involved that might affect remediation. LNRS is in the best position to determine remediation for its own business.

- Section 4.4.2.1 – include, “Notification shall be subject to taking into account efforts to confirm the incident, perform a preliminary investigation, and bring the system back to a secured state.”

- Section 4.4.2.2 – please delete. LNRS does not agree to notification of suspected incidents only confirmed incidents involving Customer data in the possession of LNRS.

- Section 4.4.2.4 – add the following to the end of the section:

LNRS will reasonably cooperate with Customer in a LNRS Security Event and, upon request, promptly provide Customer with information regarding such LNRS Security Event. Nothing contained herein shall be construed as requiring LNRS to disclose information that is protected by the attorney-client privilege or otherwise confidential.

Request for Quotation No. CRFQ 0511 CSE210000001 “Research and Locate Tool”

- Section 4.4.2.5 – please delete “determine” and include that LNRS is willing to consider suggestions regarding remediation. But it is up to the sole discretion of LNRS whether to adopt such suggestions.
- Section 4.4.2.6 – delete and include the following: “LNRS will be responsible for all of its own costs of remediation and if required by statute any consumer notice costs. LNRS will have no responsibility to pay costs of third parties including the customer unless LNRS’s gross negligence has been the cause of the breach.”

Addition of LNRS Terms & Conditions

Attached separately to this quote is the Contractor Terms & Conditions that shall be included in the final agreement.

Addenda Acknowledgement

ADDENDUM ACKNOWLEDGEMENT FORM **SOLICITATION NO.: CFQ 0511 CSE2100000001**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor’s representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

LexisNexis Risk Solutions FL Inc.

Company



Authorized Signature

July 22, 2020

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.