



**MASTER CONTRACT**

**No. 00220**

**EMPLOYMENT AND INCOME VERIFICATION & PUBLIC RECORD SEARCH SERVICES**

**CATEGORY 3: NATIONWIDE PUBLIC RECORDS SEARCH (PRS) SERVICES**

*For Use by Eligible Purchasers*

By and Between

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

and

**LEXISNEXIS RISK SOLUTIONS FL, INC.**

Dated July 1, 2022

**MASTER CONTRACT**

**No. 00220**

**EMPLOYMENT AND INCOME VERIFICATION & PUBLIC RECORD SEARCH SERVICES**

**CATEGORY3: NATIONWIDE PUBLIC RECORDS SEARCH (PRS) SERVICES**

This Master Contract (“Master Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and LexisNexis Risk Solutions FL, Inc., a Minnesota corporation (“Contractor”) and is dated and effective as of July 1, 2022.

**RECITALS**

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Pursuant to its statutory authority, Enterprise Services is establishing a Master Contract for Employment and Income Verification and Public Record Search Services (“EIV & PRS Services”) to enable eligible purchasers to procure EIV & PRS Services cost-effectively and efficiently pursuant to standard terms and conditions. Eligible purchasers commonly purchase EIV & PRS Services to assist in verifying:
  - An individual’s eligibility to receive state benefits (e.g., SNAP, TANF, MEDICAL Insurance, Child Care), including both applicants (new requests for benefits) and recipients (currently receiving such benefits);
  - Post Eligibility Treatment of Income (PETI);
  - A job applicant’s employment history prior to hire; and/or
  - An individual’s physical location (Public Records).
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 00220 dated October 12, 2021. The Competitive Solicitation was structured to meet purchaser needs and designed to result in an award of a Master Contract for each of the following three (3) categories:
  - Category 1: Employment and Income Verification (EIV) - Nationwide
  - Category 2: Employment and Income Verification (EIV) - Regional Employers
  - Category 3: Nationwide Public Records Search Services (PRS).
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above referenced Category.

- E. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Master Contract is to enable eligible purchasers to purchase the Services as set forth herein.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Master Contract is twenty-four (24) months, commencing July 1, 2022 and ending July 1, 2024; *Provided*, however, that if Contractor is not in default and if, by July 1, 2024, in Enterprise Services’ reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Master Contract, by written amendment, for up to twenty-four (24) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Master Contract. To earn the performance-based Master Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Annual Master Contract Sales Report:	Timely provide to Enterprise Services at the designated address, annual reports required by this Master contract at no less than 80% on time rate over the contract term. <i>See § 11.3 Annual Master Contract Sales Report.</i>
Contractor Representations and Warranties	Maintain 100% compliance with all representations and warranties as listed in § 4 of this Master Contract.
Transmission Requirements	Maintain 90% compliance with § 8.2 Transmission Requirements.
Insurance Endorsements:	Timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Master Contract. <i>See Exhibit C – Insurance Requirements at § 4.</i>
Vendor Management Fee:	Timely remit to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF).  <i>Note: Contractor must pay the VMF within thirty (30) days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for two (2) or more quarters within the first six (6) quarters of the Master Contract term, Contractor will not be eligible for a performance-based extension, as listed in § 11.2 of this Master Contract.</i>

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Master Contract Sales Reports:	<p>Timely provide to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Master Contract quarterly sales reports.</p> <p><i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) days of the quarter’s end. If Contractor is delinquent in providing the quarterly sales reports for two (2) or more quarters within the first six (6) quarters of the Master Contract term, Contractor will not be eligible for a performance-based extension, as listed in § 11.1 of this Master Contract.</p>

**2. ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities (each an eligible “Purchaser”):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:
  - State universities – i.e., University of Washington & Washington State University;
  - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
  - Evergreen State College;
  - Community colleges; and
  - Technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
  - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
  - Federal governmental agencies or entities;
  - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
  - Federally-recognized Indian Tribes located in the State of Washington.
- 2.4. OREGON COOPERATIVE PURCHASING PROGRAM (ORCPP). The Master Contract also is available for use by the State of Oregon and its eligible purchasers through the Oregon Cooperative Purchasing Program (ORCPP).

**3. SCOPE – INCLUDED SERVICES AND PRICE.**

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell and provide only those Services set forth in *Exhibit A – Included Services* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell or provide any Services beyond those set forth in *Exhibit A – Included Services*.

- (a) Services. For purposes of this Master Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Master Contract and as identified in the Purchase Order.
  - (b) Specifications. Where applicable, specifications for Goods and/or Services are detailed in the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Master Contract.
- 3.3. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Services at no greater than the prices set forth in *Exhibit B – Prices for Services*.
- 3.4. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Master Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Master Contract provide Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
  - 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
  - 4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
  - 4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Master Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor’s proper performance of this Master Contract.
  - 4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
  - 4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, Contractor has not been

determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

- 4.6. EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS. Contractor represents and warrants, as previously certified in Contractor’s Bidder’s Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.7. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Master Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or Purchase Order/Statement of Work under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state or local) terminated for cause or default.
- 4.8. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers’ employees.
- 4.9. WASHINGTON’S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington’s Electronic Business Solution (WEBS), Washington’s contract registration system and that, all of Contractor’s information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.10. WASHINGTON’S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington’s Statewide Payee Desk, which registration is a condition to payment.
- 4.11. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor’s Services or suggesting that such Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.12. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against

individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 4.13. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Master Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.14. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Services that are the subject of this Master Contract.
- 4.15. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Master Contract for the sixty (60) day period immediately before such transition.
- 4.16. COVID-19 VACCINATION VERIFICATION FOR ON-SITE SERVICES. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel (including subcontractors) who perform this Master Contract on-site at Washington state agency premises or at the premises of any Purchaser who so requests, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021 as set forth in the Governor's Proclamation, [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021). Contractor further represents and warrants that Contractor:
- (a) Has reviewed and understands Contractor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021);
  - (b) Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
  - (c) Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
  - (d) Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;



- (e) Has operational procedures in place to ensure that any contract activities that occur on-site at Washington state agency premises or at the premises of any Purchaser who so requests (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
- (f) Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site at Washington state agency premises or at the premises of any Purchaser who so requests to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and
- (g) Will provide to Enterprise Services or Purchaser, upon request, Contractor’s COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

**5. QUALITY; WARRANTY; REMEDIES.**

- 5.1. SERVICES WARRANTY. Contractor warrants that: (a) Services will be performed in a timely, efficient, professional, and workmanlike manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry (“Services Warranty”). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed (“Services Warranty Period”).
- 5.2. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser’s election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.3. IT WARRANTY. Contractor warrants, it will use industry-standard and up to date tools in any hardware, software, and firmware associated with Services ( “IT Services”) prevent any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware. Contractor further warrants that hardware, software and firmware associated with IT Goods or IT Services will not (a) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (b) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party (“IT Warranty”). The IT Warranty will expire twelve (12) months after the date IT Services are complete, as applicable.



- 5.4. IT REMEDY. If IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly will: (a) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (b) refund the amounts paid for IT Services and IT Goods.
- 5.5. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, request reimbursement for the period of time where no access was provided."
- 5.6. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.
- 6. SAFETY; SECURITY.** Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.
- 6.1. REGULATORY REQUIREMENTS/SAFETY. Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, and/or local regulatory agency requirements applicable to the Services.
- 6.2. IT SECURITY POLICIES. Contractor, its agents, employees, or shall comply with all Purchaser's IT security policies and standards which will be made available to Contractor upon request. Contractor agrees at all times to maintain commercially reasonable network IT security and technical coverage that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention, and periodic third-party penetration testing. LexisNexis Risk Solutions aligns its Information Security Program to meet or exceed ISO 27001/2 controls while taking in other controls from additional frameworks such as NIST and IRS 1075 guidelines to improve the overall security posture. Contractor agrees to follow comply with the Washington State Purchaser's IT security policies and standards unless such action in Contractor's sole discretion is not feasible because it conflicts with Contractor's technology and security program as set forth above; is not commercially reasonable; or conflicts with other contractual obligations or regulatory obligations. In each such case, Contractor commits to demonstrate it has a functional equivalent that is at least as stringent as the Washington State Purchaser's policies and guidelines or provide "compensating controls," as described in NIST 800-53. Contractor shall notify and obtain approval from Purchaser of any Purchaser's IT security policy or standard the Contractor is unable to comply with. Contractor shall notify and obtain approval from Purchaser of any Purchaser IT security policy or standard the Contractor is unable to comply with. Contractor shall provide Purchaser a report identifying the IT security issue, the reason Contractor is unable to comply, and the proposed functional equivalent that will meet or exceed compliance.
- 6.3. IT SECURITY REPORT: Contractor shall provide to Purchaser, if requested, a SOC 2-AICPA Service Organization Control (SOC) 2 Report Type 2, or a similar report as mutually agreed upon with the Purchaser. This report is due to Purchaser within thirty (30) calendar days of request. This report will be provided under conditions of confidentiality as mutually agreed upon with Purchaser, pursuant to RCW 42.56.420.

**7. SUBCONTRACTORS.** Notwithstanding any provision to the contrary, Contractor shall not utilize subcontractors to perform this Master Contract.

**8. USING THE MASTER CONTRACT – PURCHASES.**

8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order or Statement of Work. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchaser Order”). All Purchase Orders and/or Statement of Work must reference the Master Contract number. The terms of this Master Contract shall apply to any Purchase Order/Statement of Work and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any ‘click-agreement,’ software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Master Contract.

8.2. TRANSMISSION REQUIREMENTS. Contractor must ensure that the Services are electronically transmitted or provided as required by this Master Contract, the Purchase Order/Statement of Work used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all transmissions:

- (a) Contractor shall make all deliveries in the manner specified in Exhibit A to the applicable delivery location specified in the Purchase Order/Statement of Work. Such deliveries shall occur during Purchaser’s normal work hours and within the time period(s) as stated in Exhibit A.
- (b) Contractor’s Database/Online portal must be housed in a location that meets Tier 2 Data Center requirements, or better as noted in Exhibit A. In a Tier 2 Data Center, a power component or equipment can be replaced or removed without interrupting power supply to the core computing components. It guarantees 99.741% availability with approximately twenty-two (22) hours of downtime per year.
- (c) Contractor must provide client forty-eight (48) hours’ advance notification of planned system outages, or better as noted in Exhibit A.
- (d) SINGLE POINT OF CONTACT. Contractor must provide notification via email of unplanned outages of system within one (1) hour to the list of authorized users as noted in Exhibit A of this Master Contract.
- (e) CUSTOMER SERVICE HOURS. Customer Service must have hours of operation Monday to Saturday 7:30 AM to 6:30 PM and can be reached by phone at 561-706-3788, [lynne.ferrell@lexisnexisrisk.com](mailto:lynne.ferrell@lexisnexisrisk.com).

8.3. RECEIPT AND INSPECTION OF SERVICES. Services purchased under this Master Contract are subject to Purchaser’s reasonable inspection, testing, and approval at Purchaser’s destination. Purchaser reserves the right to reject and refuse acceptance of Services that are not in accordance with this Master Contract and Purchaser’s Purchase Order/Statement of Work. If the Services are not commercially acceptable at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser’s option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor’s expense, any or all of the damaged Services or, at Purchaser’s option, Purchaser may note any such damage on the receiving

report, decline acceptance, and deduct the cost of rejected Services from final payment. Payment for any Services under such Purchase Order/Statement of Work shall not be deemed acceptance.

- 8.4. CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Purchasers, Enterprise Services or the State of Washington, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract, except with prior written consent of Enterprise Services, or as may be required by law.
- 8.5. NO EFFECT OF CLICK-THROUGH TERMS AND CONDITIONS. Where an Authorized User is required to “click through” or otherwise accept or made subject to any online terms and conditions in using the Services shall not supersede any terms or conditions of this Master Contract.
- 8.6. STATE’S RIGHT TO TERMINATE FOR DEFICIENCIES. The State reserves the right, at its sole election, to immediately terminate this Master Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

## 9. INVOICING & PAYMENT.

- 9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser’s designated invoicing contact for Services delivered under this Master Contract. Such invoices shall itemize the following:
  - (a) Master Contract No. 00220;
  - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
  - (c) Contractor’s Federal Tax Identification Number;
  - (d) Date(s) of delivery;
  - (e) Applicable Services;
  - (f) Invoice amount; and
  - (g) Payment terms, including any available prompt payment discounts.

Contractor’s invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 9.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser’s obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices*, Purchaser’s payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 9.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect

to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

- 9.4. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Services furnished by Contractor pursuant to this Master Contract.
- 9.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

**10. CONTRACT MANAGEMENT.**

- 10.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Stacia Wasmundt  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Tel: (360) 407-2218  
Email: [DESContractsTeamCypress@des.wa.gov](mailto:DESContractsTeamCypress@des.wa.gov)

**Contractor**

Attn: Gaurang Dave  
LexisNexis Special Services Inc.  
1150 18<sup>th</sup> Street NW, Suite 250  
Washington, DC 20036  
Tel: (202) 378-1018  
Email: [Gaurang.Dave@Inssi.com](mailto:Gaurang.Dave@Inssi.com)

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.

- 10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Legal Services Manager  
 Washington Dept. of Enterprise  
 Services  
 PO Box 41411  
 Olympia, WA 98504-1411  
 Email: [greg.tolbert@des.wa.gov](mailto:greg.tolbert@des.wa.gov)

**Contractor**

Attn: Gaurang Dave  
 LexisNexis Special Services Inc.  
 1150 18<sup>th</sup> Street NW, Suite 250  
 Washington, DC 20036  
 Email: [Gaurang.Dave@Inssi.com](mailto:Gaurang.Dave@Inssi.com)

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

**11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.**

- 11.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services’ Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor’s Bidder Profile.
- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all Master Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales  
invoiced (not including sales tax) x .015.

(b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Master Contract number, the year and quarter for which the VMF is being remitted, and Contractor’s name as set forth in this Master Contract, if not already included on the face of the check.

(d) Contractor’s failure to report accurate total net Master Contract sales, to submit a timely Master Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Master Contract or seek to exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

11.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: the Services sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, Master Contract price, and the annual number of “no records found” transactions, if applicable. Contractor must report on their compliance with section 8.2 Transmission Requirements of this Master Contract for the previous year. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Master Contract.

## 12. RECORDS RETENTION & AUDITS.

12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of



purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 12.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect and/or examine, Contractor's books, documents, papers and records directly pertinent to this Master Contract or Purchase Orders placed by a Purchaser under this Master Contract for the purpose of making audits, examinations, excerpts, and transcriptions. Such access shall be subject to the execution of a separate, non-disclosure confidentiality agreement between the parties and Contractor's security policies, subject to section 17 of this Master Contract. No books, documents, papers, or records shall be allowed to be removed from Contractor's premises. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services  $\$500 \times 1.25 = \$625$ ); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

### **13. INSURANCE.**

- 13.1. **REQUIRED INSURANCE.** Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Services and no additional payment shall be made to Contractor.
- 13.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on



Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Master Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

#### **14. CLAIMS.**

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Master Contract, unless such personal injury or property damage is solely caused by the negligence or misconduct of Enterprise Services or Purchaser. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's negligent acts or omissions under this Master Contract.
- 14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all third-party claims, demands, judgments, assessments, damages, penalties, fines, reasonable costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, reasonable attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Master Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons, including death, or to damages to property. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 14.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all third-party Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Services provided, or the use of the Services under this Master Contract. If Purchaser's use of Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Services with substantially similar and functionally equivalent non-infringing Services.

- 15. DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days

shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to seek to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

## **16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.**

- 16.1. **TERMINATION.** This Master Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Master Contract; and (c) as otherwise expressly provided for in this Master Contract. This Master Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Master Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Master Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Master Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.
- 16.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. **EXPIRATION – OBLIGATIONS.** Upon expiration of this Master Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled orders and pay Contractor the price as set out in the Master Contract.
- 16.5. **CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION.** Upon expiration or termination of this Master Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect

to any Services sold hereunder and all provisions of the Master Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Master Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order/Statement of Work entered into pursuant to this Master Contract.

16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Master Contract:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract
- (b) Contractor fails to timely report contract sales;
- (c) Contractor fails to timely pay the vendor management fees when due; or
- (d) Contractor breaches any representation or warranty provided herein.

16.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

16.8. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Services warranty provided in this Master Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Master Contract. Any limitation of either party's obligations under this Master Contract, by delivery slips or other documentation is void.

16.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary,

Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

**17. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.**

- 17.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Master Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 17.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 17.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Master Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

**18. GENERAL PROVISIONS.**

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Master Contract.
- 18.3. ENTIRE AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations,

representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- 18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Master Contract. Contractor and its employees or agents performing under this Master Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 18.8. ASSIGNMENT. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 18.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Services provided in Washington for the purpose of carrying out Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 18.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Services pursuant to this Master Contract, such Purchaser shall specify, with its Purchase Order, any

applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order/Statement of Work is placed or upon delivery of such Services to Purchaser.

- 18.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 18.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 18.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 18.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 18.17. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Master Contract, each party shall bear its own attorneys' fees and costs.
- 18.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing



any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.

- 18.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 18.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 18.22. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Master Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 18.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

**STATE OF WASHINGTON**  
**Department of Enterprise Services**

**LEXISNEXIS RISK SOLUTIONS FL, INC.,**  
**a Minnesota corporation**

By: \_\_\_\_\_  
Kim Kirkland  
Its: Procurement Supervisor

By: \_\_\_\_\_  
Haywood Talcove  
Its: CEO, LNSSI



## INCLUDED SERVICES

<b>BIDDER:</b>	<b>LexisNexis Risk Solutions</b>
<p><u>Performance Requirements</u></p> <p><b>Category Three:</b> Bidder operates and maintains a Nationwide public records database housing the recorded conduct of a person, government entity or business.</p>	
<p><b>Instructions for Nationwide Public Records Search Services:</b></p> <p><b>1. Review Requirements.</b></p> <p>a. Bidders electing to submit a bid for this Category must respond to all Performance Requirements in the worksheet.</p> <p><b>2. Review Priority and the provided definitions:</b></p> <ul style="list-style-type: none"> <li>• <b>"MANDATORY"</b>: Bidder response must comply with the requirement and the Bidder's response will be evaluated on a "Pass/Fail" basis. Selecting "Meets" for mandatory requirements will be considered "Pass". All other responses will be considered "Fail". <ul style="list-style-type: none"> <li>• <b>"MANDATORY SCORED"</b>: Bidder response will be evaluated and assigned a score based on how well Bidder's response meets the requirement. Maximum points possible is fifteen (15) points for each requirement. Not meeting any of the requirements will be evaluated as a "Fail".</li> <li>• <b>"DESIRABLE SCORED"</b>: Bidder response will be evaluated and assigned a score based on how well Bidder's response meets the requirement. Maximum points possible is five (5) points for each requirement. Desirable Requirements enhance operational functionality or quality and make it more desirable.</li> </ul> </li> </ul> <p><b>3. Select and indicate using the pulldown button if bidder Fully Meets or Does Not Meet a requirement in How Bidder Meets Requirement column.</b></p> <p><b>4. Bidder must respond in the Written Response column for every requirement that indicates a "Written Response Required".</b></p> <p><b>5. Bidder must respond to every question to be considered responsive. If a question is blank it may be evaluated as non-responsive.</b></p> <p><b>6. Limited responses may receive lower scoring than those that demonstrate understanding and mastery of the subject matter.</b></p>	

#	Category	General Capability Requirements (Requirements are as of date of solicitation and shall be maintained throughout the life of the Master Contract if awarded)	Priority	How Bidder Meets Requirement	Written Response Written Responses must not reference any material present elsewhere. The written response should be considered complete and stand on its own merit.
2.0	Bus. Svc. Req.	Business Service Requirements			
2.1	Bus. Svc. Req.	Bidder must provide a minimum of three (3) of the following method(s) clients can submit requests. (database/online portal, facsimile, email, phone) Database/online portal MUST be included as one of the three methods listed to meet the requirement. <b>(List methods)</b>	Mandatory Scored	Fully Meets	<p>Clients can submit requests through the following methods: database/online portal, email, and phone.</p> <p><b>Accurint</b> Agencies can request public records searches online through the Accurint solution from LNRS via Accurint's desktop client or a user-friendly web application. Mobile access is also provided. Accurint meets unique investigatory needs of government and law enforcement agencies. It helps to locate individuals, search for criminal records, enforce laws and regulations, fight fraud, waste and abuse, and provide citizen-centric services. The next generation search technology enables government professionals to instantly gather and analyze current, comprehensive and authoritative LNRS public records, allowing them to perform their jobs more efficiently and effectively.</p> <p>By using Accurint, agencies can also:</p> <ul style="list-style-type: none"> <li>• Locate people and discover associations</li> <li>• Uncover property, assets, professional licenses, criminal records and more</li> <li>• Investigate businesses</li> <li>• Visualize complex relationships</li> </ul> <p>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.</p> <p>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 285 million unique identities. This vast data collection will supply the responses to any investigative inquiries. 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 99.99% confidence level.</p> <p>Some items that make LNRS unique include:</p> <ul style="list-style-type: none"> <li>• The depth and breadth of the content within Accurint far surpasses any product on the market today. Content comes from over 10,000 sources including credit headers from three credit bureaus, businesses content, assets, historical records, liens, judgments, phone gateways, media sources, and much more.</li> <li>• Patented, Exclusive, Linking Technology leverages a unique identifier LexID that provides a single identified numeric number that links all data for an individual and a business. The linking process compiles and easily identifies all the details around a single identity providing greater confidence that the data associated is for the correct person or business. Given a few pieces of information (e.g. a phonetically spelled name, the city of a previous address), LexID technology can rapidly retrieve a</li> </ul>

complete and accurate identification of an individual, including current and historical addresses as well as associative links (relatives, associates, and neighbors).

- HPCC Technology – HPCC enables data integration on a scale not previously available. Built for Big Data and proven for 10+ years, its real-time answers to millions of users help reveal patterns and hidden relationships. Using proprietary algorithms, compilation techniques and retrieval technology to access data stores containing billions of records, Accurint’s ability to deliver high-quality matches and find-rates are unparalleled.
- Frequently accessed searches – Accurint offers quick access to frequently used searches and allows users to carry forward query terms between search forms. Productivity gains with these functions are unmatched with any of our competitors.
- Power Search – unique in that it offers “terms and connectors” search functionality and person header, property, and corporate filing data.
- Exclusive Productivity Tools – Accurint provides access to multiple, customizable productivity tools such as My Accurint that allows users to save their favorite searches and customize more efficient searching. Additionally, the Dynamic Desktop provides options to fully customize the main page and provides a “floating toolbar” on the bottom that gives quick access to frequently used options and other valuable materials.
- Unlimited Search Chain – Accurint allows a virtually unlimited search chain based on a single input. When a search is performed on a person or business, it is possible to carry these searches through any number of available processes within the tool. For example, after searching on an individual in person search, the user can click on Real Time Phones, and all the search values will automatically carry over.
- Accurint Administrative functions are far superior to any competitor with features that allow real time auditing of all IDs, up to the minute usage stats, simple password reset options, and multifactor authenticated log-ins.
- LNRS security team monitors name flags (e.g., someone searching a celebrity’s name) so our security team is immediately aware of the searches.
- Source documentation – Accurint includes source documents and source lists in both downloadable and accessed reports. Accessing the list of source materials adds another layer of confidence to the search results. These sources are available regardless of the manner in which the report is delivered.
- Reverse Search Capability – capability to query each search in a reverse manner. For example, a user can enter a phone number or 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.
- 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.

**Batch Solutions**

LNRS Batch Solutions offer fully automated search and delivery services featuring pinpoint search logic

and providing cost-effective, high-speed results. Our Batch Solutions leverage our authoritative public records information and advanced search technology to obtain optimum intelligence on large sets of data. You can improve productivity and increase efficiency by processing thousands of records at a time to locate people, businesses, assets and more.

What makes LNRS unique in the batch market is our ability to work with any data input set and return customized, on-point results with a processing speed that is unmatched. We build a Batch design approximately 10 business days after we receive the input file. Once the Batch is in production, the average turnaround time is less than 24 hours. While most data providers require their customers to follow strict input/output layouts and file transfer methods, LNRS creates layouts and methods based on customer requirements. We can do this because we support a multitude of delivery options and input and output file-naming conventions.

LNRS will accept your files via mutually acceptable format. The secure delivery options we support include:

- Secure FTP (SSH, SSL, or PGP Encryption)
- Batch Web Gateway (SSL Encryption)

LNRS will conduct the entire process in a secure environment. We take the responsibility to protect the data our solutions are built on with the maximum level of security. We have taken a leadership role in developing the standard for data protection and apply policies and procedures well beyond minimum requirements for regulatory compliance. The constant auditing and validation of our systems and procedures by reputable external auditing firms is an indication of our commitment to the highest quality standards and security.

Submission file:

The LNRS submitting the information below. Not all input fields are necessary, but more input data does produce better results

- Subject name
- Subject address
- Phone number
- Date of birth
- Social Security number

Additional Access to LNRS Services

State users may contact our experienced, knowledgeable, and courteous customer support staff by phone or email 24 hours a day, 7 days a week. Online chat support is also available Monday through Friday during standard business hours. In addition to the resources above, the State can also rely upon your dedicated account manager for assistance and support throughout the life of your agreement with LNRS. The LNRS account manager can be contacted via email and phone during standard business hours.

2.2	Bus. Svc. Req.	Bidder must provide method(s) results are delivered back to client. (List methods)	Mandatory Scored	Fully Meets	<p><b>Accurint</b></p> <p>Accurint online or mobile query responses and reports come back virtually instantly -- within seconds.</p> <p>Accurint's powerful reporting feature explores the connections between individuals, relatives, associates and businesses. Short and comprehensive reports are available through Accurint.</p> <p>Basic and comprehensive reports are available through Accurint. Report types include: criminal records, assets, address, business, bankruptcy, civil courts, death records, liens &amp; judgments, property assessment, property deed, watercraft, summary report, finder report, and comprehensive report. Users may also customize reports to include specific types of information.</p> <p>Accurint allows searches to be performed much more efficiently than other solutions. Given a few pieces of information (e.g. a phonetically spelled name, the city of a previous address), Accurint can rapidly retrieve a complete and accurate identification of an individual, including criminal history, current and historical addresses, as well as associative links (relatives, associates, and neighbors).</p> <p><b>Batch Solutions</b></p> <p>The secure delivery options we support include Secure FTP and Batch Web Gateway (SSL Encryption). File output options include:</p> <ul style="list-style-type: none"> <li>• Comma-delimited</li> <li>• Tab-delimited</li> <li>• Pipe-delimited</li> <li>• ASCII Fixed Format</li> </ul> <p>Information LNRS provides in the return file depends on the particular data that agencies desire. Below is an example of a returned file:</p> <ul style="list-style-type: none"> <li>- best_fname = First Name on Best Address record if does not match Input Address</li> <li>- best_lname = Last Name on Best Address record if does not match Input Address</li> <li>- poss_shared_ssn = Potential values of Y or null (Y if OUSSN count is &gt;/= 4; null if OUSSN count = 0)</li> <li>- hri_desc = Multiple identities associated with input social</li> <li>- aka_1 = AKA for subject based on LexID for records where there is no name match found in ADL_Best</li> <li>- aka_2 = AKA for subject based on LexID for records where there is no name match found in ADL_Best</li> <li>- aka_3 = AKA for subject based on LexID for records where there is no name match found in ADL_Best</li> <li>- best_addr1 = Address on Best Address record if does not match Input Address</li> <li>- best_city = City on Best Address record if does not match Input Address</li> <li>- best_state = State on Best Address record if does not match Input Address</li> <li>- best_zip = Zip on Best Address record if does not match Input Address</li> </ul>
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					<ul style="list-style-type: none"> <li>- date_last_seen = Best Address date last seen (YYYYMM format)</li> <li>- input_addr_date = Date Last Seen when the Input Address was found in the subject's Address History from Best Address Service (YYYYMM format)</li> <li>- addr_in_out_of_home_state = Best Address State is same (IS) or different (OS) from Input State</li> <li>- best_ssn = Best SSN Append</li> <li>- expanded_ssn = Expanded SSN from Input SSN with only the last 4 digits provided</li> <li>- phone_number_1 = Phone number from Phones Plus</li> <li>- phone_number_2 = Phone number from Phones Plus</li> <li>- phone_number_3 = Phone number from Phones Plus</li> <li>- lex_id = LexID returned from ADL_Best</li> <li>- deceased_indicator = Returns value of 'Y' if DOD exists for subject</li> <li>- dod = Date of Death on deceased record</li> <li>- deceased_matchcode = Match Codes returned on Deceased Records</li> <li>- dl_addr1 = Address on DL record for subject</li> <li>- dl_city = City on DL record for subject</li> <li>- dl_st = State on DL record for subject</li> <li>- dl_zip = Zip on DL record for subject</li> <li>- dl_exp_date = Expiration Date on DL record for subject</li> </ul> <p>LNRS data delivery also includes XML and API solutions.</p>
2.3	Bus. Svc. Req.	Bidder must provide the frequency data is refreshed within system.	Mandatory Scored	Fully Meets	Data is updated as often as daily, depending upon the data source We generally ingest and process more than 2.5 million new records per day. Other data is updated monthly, quarterly or annually. Queries and reports are always run against the most current data, so agencies can have complete confidence in search results.
2.4	Bus. Svc. Req.	Bidder must provide the frequency data is reported within their system (new data obtained).	Mandatory Scored	Fully Meets	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.
2.5	Bus. Svc. Req.	<b>Bidder must provide the ability for client to adjust look back period of results:</b>			
2.5.1	Bus. Svc. Req.	12 Months (1 year) (Web database access)	Mandatory	Fully Meets	Accurint allows users to interpret the search results they receive. For example, the Accurint Advance Person Search has a customizable date range.
2.5.2	Bus. Svc. Req.	12+ Months ( over 1 year)	Desirable Scored	Fully Meets	Accurint allows users to interpret the search results they receive. For example, the Accurint Advance Person Search has a customizable date range.
2.6	Bus. Svc. Req.	<b>Bidder must provide results within turn-around time listed below for <u>Public Records</u>: (All days listed are calendar days).</b>		-	-
2.6.1	Bus. Svc. Req.	Instantaneously * Information is provided through method that allows zero wait time/user does not need to log back into a database or system to retrieve information.- Web Database	Mandatory	Fully Meets	Accurint search results are typically returned within seconds.
2.6.2	Bus. Svc. Req.	More than 30 mins but less than 24 hours (1 day)	Mandatory Scored	Fully Meets	Batch Solutions - Once the Batch is in production, the average turnaround time is less than 24 hours.

2.6.3	Bus. Svc. Req.	More than 24 hours (one (1) day) but less than three (3)days	Mandatory Scored	Fully Meets	Not applicable because LNRS exceeds this metric
2.6.4	Bus. Svc. Req.	More than 3 days but less than 1 week (seven (7) days)	Desirable Scored	Fully Meets	Not applicable because LNRS exceeds this metric
2.6.5	Bus. Svc. Req.	More than 1 week (seven (7) days)) but less than 30 days	Desirable Scored	Fully Meets	Not applicable because LNRS exceeds this metric
2.7	Bus. Svc. Req.	<b>Public Records Search: From the list below, select which Records Bidder can provide Nationwide. If "Fully Meets" is selected, a price must be indicated in Exhibit C Bid Price-Public Records for the corresponding Public Record Category. Bidder will be deemed non-responsive for Category 3 if a price is NOT indicated in Exhibit C Bid Price - Public Records.</b>			
2.7.1	Bus. Svc. Req.	United States Postal Service (USPS) Records (National Change of Address, Forwarding Address)  <i>Written Response Required: Please list all states for which your business can provide this service.</i>	Mandatory Scored	Fully Meets	National Change of Address (NCOA) is available nationwide through the LNRS Batch Solution.
2.7.2	Bus. Svc. Req.	Bankruptcy Records  <i>Written Response Required: Please list all states for which your business can provide this service.</i>	Mandatory Scored	Fully Meets	Coverage is nationwide including all U.S. territories. Bankruptcy filings are updated daily. To date, we have over 1.5 billion bankruptcy records.
2.7.3	Bus. Svc. Req.	Property Records (current and historical deed records)  <i>Written Response Required: Please list all states for which your business can provide this service.</i>	Mandatory Scored	Fully Meets	The LNRS personal property data coverage is national in scope and includes almost 99% of the United States population base. It includes approximately 7.8 billion records.
2.7.4	Bus. Svc. Req.	Professional Licensing Records  <i>Written Response Required: Please list all states for which your business can provide this service.</i>	Mandatory Scored	Fully Meets	LNRS provides access to national professional license information updated monthly. The database contains approximately 558.7 million professional license records. Information from various state licensing boards is also included. State coverage includes: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.
2.7.5	Bus. Svc. Req.	Birth Records (date of birth, location, and parents' name)  <i>Written Response Required: Please list all states for which your business can provide this service.</i>	Mandatory Scored	Fully Meets	LNRS provides access to over 11.9 billion national records (all states) containing date of birth information from a variety of different consumer sources. There are approximately 271.4 million LexIDs associated to a date of birth. Examples of the types of sources that may contain dates of birth are credit headers, utilities, driver's licenses, voter registrations, professional licenses, marketing files, and non-credit-header consumer files. LNRS meets Enterprise Services' request pursuant to the following qualifications:



					<ul style="list-style-type: none"> <li>• Location of birth information is available only in select death records accessible in our database.</li> <li>• A "Contact Card Report" within our online research solution may specify individuals as parents (mother/father). Otherwise, we provide listings of first-degree relatives, who could be parents, siblings, spouses and children. Second-degree relatives are also available, and they are related to one or more of the search subject's first-degree relatives. Furthermore, third-degree relatives are available, and they are related to one or more of the second-degree individuals.</li> </ul>
2.7.6	Bus. Svc. Req.	<p>Death Records (death location and date)</p> <p><i>Written Response Required: Please list all states for which your business can provide this service.</i></p>	Mandatory Scored	Fully Meets	The LNRS solutions draw from a data repository of billions of records on individuals from tens of thousands of sources – including the Social Security Administration (SSA) Death Master File nationwide (all states). We add more data from select state sources, online obituaries and other online deceased sources, historical records from funeral homes, and LNRS proprietary historical and current sources. Death records sourced from the SSA for 50 states plus DC include approximately 224.9 million individuals. Approximately 579,000 new records are added monthly.
2.7.7	Bus. Svc. Req.	<p>Motor Vehicle License Records (Vehicle registration information, including where the motor vehicle is registered, name of the primary lien holder (bank) and what address is associated with the registration. Include Drivers License information if available.)</p> <p><i>Written Response Required: Please list all states for which your business can provide this service.</i></p>	Mandatory Scored	Fully Meets	LNRS provides nationwide access to 7.2 billion motor vehicle registrations that include 1.4 billion vehicle title records. Motor vehicle registration data is gathered from State Department of Motor Vehicles Offices nationwide as permitted by state law and updated every two weeks. States with actively updating motor vehicle registrations include: Arizona, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Carolina, North Dakota, Ohio, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Washington, Wisconsin and Wyoming. Historical information is available from: Alabama, Alaska, Idaho, New York, Oklahoma and Utah.
2.7.8	Bus. Svc. Req.	<p>Court Records (public) – <i>Warrant, arrest, criminal, civil, will, Divorce Records, Marriage Records</i></p> <p><i>Written Response Required: Please list all states for which your business can provide this service.</i></p>	Mandatory Scored	Fully Meets	LNRS fully meets this request with limited qualifications. LNRS provides a robust collection of court records, including statewide criminal court records, Departments of Corrections (DoC) records, county arrest records, county criminal court records, and Sex Offender Registries (SOR). We provide access to approximately 843.7 million criminal records: 2.6 million sex offender records, 64.2 million DoC records, 753.4 million criminal court records, and 24.1 million arrest records. Arrest records coverage include select counties in: Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virginia and Wisconsin. Departments of Corrections records include: U.S. Federal Bureau of Prisons Federal Inmate Registry, Alabama, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia and Wisconsin. Civil Court filings from various states and counties are accessible including Alaska, Arizona, Arkansas, California, Connecticut, Florida, Georgia, Iowa, Maryland, Michigan, Mississippi, New Jersey, New York,

					North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, Texas, Utah, Virginia and Washington. This information is updated monthly. Marriage and divorce records are updated monthly and are gathered from various state and county offices including: Alaska, Arizona, California, Colorado, Connecticut, Florida, Georgia, Kentucky, Maine, Michigan, Nevada, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, Texas, Utah and Virginia. LNRS does not provide access to wills and warrants.
2.8	Bus. Svc. Req.	Bidder shall provide Database/Online Portal services so that select actions can be initiated through an application program interface (API) as an alternative to using the traditional web-based Database/Online Portal.	Desirable Scored	Fully Meets	LNRS will provide instructional guides for setting up API connections.
3.0	Sec.	<b>Security</b>			
		<a href="#">Bidders can access OCIO Standard 141.10 here to view all referenced OCIO requirements in sections below.</a>	-		
3.1	Sec.	Access to Database/Online Portal must require security credentials (i.e., a username and password for login purposes).	Mandatory	Fully Meets	
3.2	Sec.	Database/Online Portal must comply with OCIO Standard 141.10.6.1.2.3: Identify users with a <u>unique</u> identifier, for their individual use only, before allowing them access to components, systems, network or data.	Mandatory	Fully Meets	
3.3	Sec.	Database/Online Portal must comply with OCIO Standard 141.10.6.1.2.4: Ensure that accounts are assigned access only to the services that they have been specifically authorized to use.	Mandatory	Fully Meets	
3.4	Sec.	Bidder must allow account administrator to set up account lock out intervals.	Mandatory	Fully Meets	
3.5	Sec.	Database/Online Portal must comply with OCIO Standard 141.10.6.1.2.13: Account locking after a maximum of five (5) incorrect login attempts for a minimum of fifteen (15) minutes or when reset by an approved system administrator.	Mandatory	Fully Meets	
3.6	Sec.	Database/Online Portal must comply with OCIO Standard 141.10.6.1.3.1: Administrator and User sessions must automatically time-out after fifteen (15) minutes of inactivity.	Mandatory	Fully Meets	
3.7	Sec.	Database/Online Portal must comply with OCIO Standard 141.10.6.2. for password requirements. Describe how your Solution meets or exceeds the standards 141.10.6.2.1, 141.10.6.2.3 though 141.10.6.2.5	Mandatory	Fully Meets	6.2.1 and 6.2.3 – LNRS meets and exceeds these requirements. Our password requirements are as follows: - Must be at least 8 characters long. - Cannot contain your loginid. - Cannot be the same as your last twelve passwords. - Cannot have been used in last 30 days.

					<p>- Cannot have spaces.</p> <p>- Must contain any two of the following:</p> <ul style="list-style-type: none"> <li>• Uppercase characters.</li> <li>• Lowercase characters.</li> <li>• Numeric characters.</li> <li>• Symbol characters.</li> </ul> <p>6.2.4 and 6.2.5 – these sections are not applicable. They apply to “external” and “internal” authentications, each defined as users accessing “agency owned systems.” Instead, we are providing agencies the ability to access information from our database.</p>
3.8	Sec.	Database/Online Portal must comply with OCIO Standard 141.10.4.: Data Security. Bidder must understand and comply with all requirements in this section, including but not limited to the handling and security of Category 3: Confidential Information and Category 4 data: Confidential Data requiring special handling.	Mandatory	Fully Meets	
4.0	Support	<b>Support</b>			
4.1	Support	<p>-Bidder's Database/Online portal must be housed in a location that meets Tier 2 Data Center requirements, or better. In a Tier 2 Data Center, a power component or equipment can be replaced or removed without interrupting power supply to the core computing components. It guarantees 99.741% availability with approximately 22 hours of downtime per year.</p> <p><i>Written response required. Bidder must describe how they will meet this requirement.</i></p>	Mandatory Scored	Fully Meets	The mission critical data centers for LNRS are well-protected and monitored, ensuring business continuity if an unplanned event occurred, such as a hurricane or power outage, etc. System uptime is virtually 24/7. Through our dual redundant and active data centers, we are able to consistently maintain an average of 99.9% uptime. To maintain high availability and high performance, LNRS maintains more system capacity than currently used.
4.2	Support	<p>Outage Notification: Bidder must provide Purchaser(s) 48 hours' advance notification of planned system outages.</p> <p><i>Written response required. Bidder must describe how they will meet this requirement.</i></p>	Mandatory Scored	Fully Meets	System uptime is virtually 24/7. Through our dual redundant and active data centers, we are able to consistently maintain an average of 99.9% uptime. To maintain high availability and high performance, LNRS maintains more system capacity than currently uses. The vast majority of upgrades and testing are handled “behind the scenes” with no impact to your solution. In these instances, notice would not be necessary. In the unlikely event we would need to schedule maintenance or upgrades that would require downtime, we would notify you as soon as practical.
4.3	Support	<p><b>Single Point of Contact:</b> Bidder must provide notification via email of unplanned outages of system within one (1) hr. minimum to all authorized users. Notification(s) must include: -Summary of Issue(s) -Time of estimated resolution</p>	Mandatory Scored	Fully Meets	<p>LNRS meets this request with limited qualifications. The service is monitored 24/7/365 for uptime and accessibility. Issues identified by monitoring will alert support teams 24/7 who will respond accordingly to the issue. For issues that halt or materially disrupt the production system or prevent use of the system and/or product (on account of data quality, security, etc.) for all or most customers, LNRS can commit to the maximum amount of time to begin relief efforts of two hours. We will of course strive for faster notification.</p> <p>When required, LNRS Customer Support or your Project/Account Manager will escalate an issue to the</p>

		-Bidder must also provide notification to all authorized users once system outages are resolved  <i>Written response required. Bidder must describe how they will meet this requirement.</i>			<p>Tier 1 Technical Team. Tier 1 support includes critical issues that halt or significantly disrupt the LNRS system operations. Tier 1 support will be provided 24 hours per day, seven days per week. LNRS will respond as follows: LNRS will strive to acknowledge receipt of a reported problem within a reasonable time after receiving notification. LNRS will strive to provide follow-up status within a reasonable time after receiving notification. LNRS will provide periodic updates throughout the problem's lifecycle, until all issues are resolved.</p> <p>When required, the Tier 1 Technical Team will escalate an issue to the Tier 2 Technical Team. Tier 2 support includes troubleshooting important issues that disrupt or interrupt the data exchange between customers and the LNRS system. This could include one or more of the following: (1) partial access to the LNRS system or product, (2) partial use of data or functions, (3) reduced performance due to service interruptions, and (4) business operations interrupted. LNRS will respond as follows: LNRS will strive to acknowledge receipt of a reported problem within 1 hour of receiving notification. LNRS will provide follow-up status within a reasonable time after receiving notification. LNRS will provide periodic updates throughout the problem's lifecycle, until all issues are resolved.</p>
4.4	Support	Customer Service must be available Monday to Saturday 7:30 AM to 6:30 PM.  <i>Written response required. Bidder must describe how they will meet this requirement.</i>	Desirable Scored	Fully Meets	<p>LNRS provides customer support, including technical support, via a toll-free number. Customer Support is available for troubleshooting, search assistance, and technical help. Enterprise Services may contact our experienced, knowledgeable, and courteous customer support staff by phone or email 24 hours a day, 7 days a week. Online chat support is also available Monday through Friday during standard business hours.</p> <p>In addition to the resources above, Enterprise Services can also rely upon your dedicated Account Manager for assistance and support throughout the life of your agreement with LNRS.</p>
<b>5.0</b>	<b>Training</b>	<b>Training</b>			
5.1	Training	<p>Training Aids: Bidder must list all training methods available to Purchaser. Minimum Requirement: Webinar Training on site (i.e. Desk Aids, Online Training, Manuals other than Desk Aids, Other)</p> <p><i>Written response required. Bidder must describe how they will meet this requirement.</i></p>	Mandatory Scored	Fully Meets	<p>To ensure smooth, seamless integration of LNRS solutions into the Enterprise Service's workflow, LNRS has dedicated training teams available to assist with the process. We offer the commitment and resources to complete all necessary training thoroughly and expediently to facilitate accurate searching.</p> <p>The only equipment required is a computer with an Internet connection.</p> <p>Training is flexible and can be accomplished using a variety of methods, including teleconference, video conferencing, recorded sessions, Web-based training, written instructions, and train-the-trainer courses. Live training classes can be conducted at the agency's location, or remotely via Webinars or by phone. Regardless of whether conducted one-on-one or in groups, training is customized to address the specific needs of each group. LNRS will provide detailed, step-by-step instructions regarding the use of our products for all users.</p> <p>LNRS has created a number of collateral training materials, such as resource guides and tip sheets, to assist with training. These materials can be made available in hard copy or electronic formats. LNRS will work with you from start to finish and will make ourselves available for any follow up training or the training of new users on an as-needed basis.</p> <p>Users may also access free online support, 24 hours a day, 7 days a week. The online support Website</p>

				<p>includes many Frequently Asked Questions, documentation, online tutorials and an option to email requests for support. LNRS will provide training to all of the staff members at no charge. Training is available throughout the life of the contract, and materials will be provided.</p> <p>LNRS provides customer support, including technical support, via a toll-free number. Customer Support is available for troubleshooting, search assistance, and technical help. The Customer may contact our experienced, knowledgeable, and courteous customer support staff by phone or email 24 hours a day, 7 days a week. Online chat support is also available Monday through Friday during standard business hours.</p> <p>In addition to the resources above, the Enterprise Services can also rely upon your dedicated Account Manager for assistance and support throughout the life of your agreement with LNRS.</p>
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**Category Three: Nationwide Public Record Search Services**

**Category Three- Nationwide Public Records Search Services. Scope:** bidder operates and maintains a Nationwide public records database housing the recorded conduct of a person, government entity or business.

**Part 1: Bidder Information.** Fill in Bidder Name Here.

**Part 2a. Bidder Price Per Transaction and Fixed Monthly Rate (flat rate/search).** IF, Bidder charges a single linear fee for service based upon the price for each individual transaction, Bidder will select YES. If Bidder does NOT utilize this pricing structure, select NO. Bidder shall input the rate for each type of Public Record Search for each tier. If \$0.00 please indicate \$0.00. The first two (2) years of any resulting Master Contract 00220 will be at a fixed flat rate for Public Records Searches. Insert the flat rate amount for each tier level (Tier 1, 2, 3, 4) for the first two (2) years, and years three (3) and four (4) of resulting Master Contract 00220.  
**Note:** Public Records Search Categories selected in Exhibit C Bid Price Part 2a. MUST MATCH Public Records Search Categories selected in Exhibit B-Performance Requirements. Bidder will ONLY be evaluated and receive points for the Public Records Search categories that are selected YES AND have complete cost columns.

**Part 2b. Bidder Price Per User (flat rate/user):** IF, Bidder charges fees based on the number of users, AND Bidder can provide searches for ALL categories, Bidder will mark YES. If Bidder does NOT utilize this pricing structure, or cannot provide ALL public record searches, select NO. The cells will change color once data is entered. For this pricing structure, enter price/user for each Tier. If \$0.00 please indicate \$0.00. The rate per user for Public Record Searches for the first two years of any resulting Master Contract 00220 will be fixed. Insert the fixed per user amount for first two(2) years, and years three (3) and four(4) of resulting Master Contract 00220.  
**Note:** Bidder MUST be able to provide all Public Record Search Categories to provide bid for Part 2b.

**Recurring Fees:** Fees outside of search fees- These fees are recurring fees that account for customer service and/or system access. Enter recurring fees for system access and customer service as it will pertain to the contract.

**One Time Fees: (i.e. set up fees, etc.).** If the fee is a one time fee, insert the description and \$X.XX amount here.

**All Fees Must Be Included. No Additional Fees Allowed on any resulting Master Contract.**

**Part 1: Bidder Information**

Bidder Company Name

**LexisNexis Risk Solutions**

**Part 2a: Public Record Search Price/Transaction (flat rate/search)**

Public Records Category	Does Bidder Provide this Category (Yes/No)	Tier Level	Transaction/Year	First two (2) Years			Third Year			Fourth Year		
				Rate	Recurring fees	One-Time Fees	Rate	Recurring Fees	One-Time Fees	Rate	Recurring Fees	One-Time Fees
United States Postal Service (USPS) Records	Yes	Tier 1	1-49,999	\$0.06	N/A	N/A	\$0.06	N/A	N/A	\$0.06	N/A	N/A
		Tier 2	50,000- 199, 999	\$0.06	N/A	N/A	\$0.06	N/A	N/A	\$0.06	N/A	N/A
		Tier 3	200,000- 599,999	\$0.05	N/A	N/A	\$0.05	N/A	N/A	\$0.05	N/A	N/A
		Tier 4	600,000+	\$0.05	N/A	N/A	\$0.05	N/A	N/A	\$0.05	N/A	N/A
Bankruptcy Records	Yes	Tier 1	1-49,999	\$0.01	N/A	N/A	\$0.01	N/A	N/A	\$0.01	N/A	N/A
		Tier 2	50,000- 199, 999	\$0.01	N/A	N/A	\$0.01	N/A	N/A	\$0.01	N/A	N/A
		Tier 3	200,000- 599,999	\$0.01	N/A	N/A	\$0.01	N/A	N/A	\$0.01	N/A	N/A

		Tier 4	600,000+	\$0.01	N/A	N/A	\$0.01	N/A	N/A	\$0.01	N/A	N/A
Property Records (current and historical deed records)	Yes	Tier 1	1-49,999	\$0.27	N/A	N/A	\$0.27	N/A	N/A	\$0.27	N/A	N/A
		Tier 2	50,000- 199, 999	\$0.24	N/A	N/A	\$0.24	N/A	N/A	\$0.24	N/A	N/A
		Tier 3	200,000- 599,999	\$0.21	N/A	N/A	\$0.21	N/A	N/A	\$0.21	N/A	N/A
		Tier 4	600,000+	\$0.18	N/A	N/A	\$0.18	N/A	N/A	\$0.18	N/A	N/A
Professional Licensing Records	Yes	Tier 1	1-49,999	\$0.14	N/A	N/A	\$0.14	N/A	N/A	\$0.14	N/A	N/A
		Tier 2	50,000- 199, 999	\$0.14	N/A	N/A	\$0.14	N/A	N/A	\$0.14	N/A	N/A
		Tier 3	200,000- 599,999	\$0.11	N/A	N/A	\$0.11	N/A	N/A	\$0.11	N/A	N/A
		Tier 4	600,000+	\$0.11	N/A	N/A	\$0.11	N/A	N/A	\$0.11	N/A	N/A
Birth Records (date of birth, location, and parents' name)	Yes	Tier 1	1-49,999	\$0.05	N/A	N/A	\$0.05	N/A	N/A	\$0.05	N/A	N/A
		Tier 2	50,000- 199, 999	\$0.05	N/A	N/A	\$0.05	N/A	N/A	\$0.05	N/A	N/A
		Tier 3	200,000- 599,999	\$0.05	N/A	N/A	\$0.05	N/A	N/A	\$0.05	N/A	N/A
		Tier 4	600,000+	\$0.04	N/A	N/A	\$0.04	N/A	N/A	\$0.04	N/A	N/A
Death Records (death location and date)	Yes	Tier 1	1-49,999	\$0.01	N/A	N/A	\$0.01	N/A	N/A	\$0.01	N/A	N/A
		Tier 2	50,000- 199, 999	\$0.01	N/A	N/A	\$0.01	N/A	N/A	\$0.01	N/A	N/A
		Tier 3	200,000- 599,999	\$0.01	N/A	N/A	\$0.01	N/A	N/A	\$0.01	N/A	N/A
		Tier 4	600,000+	\$0.01	N/A	N/A	\$0.01	N/A	N/A	\$0.01	N/A	N/A
Motor Vehicle License Records (Vehicle registration information, including where the motor vehicle is registered, name of the primary lien holder (bank) and what address is associated with the registration. Include Drivers License information if available.)	Yes	Tier 1	1-49,999	\$0.18	N/A	N/A	\$0.18	N/A	N/A	\$0.18	N/A	N/A
		Tier 2	50,000- 199, 999	\$0.18	N/A	N/A	\$0.18	N/A	N/A	\$0.18	N/A	N/A
		Tier 3	200,000- 599,999	\$0.15	N/A	N/A	\$0.15	N/A	N/A	\$0.15	N/A	N/A
		Tier 4	600,000+	\$0.13	N/A	N/A	\$0.13	N/A	N/A	\$0.13	N/A	N/A
Court Records (public) – Warrant, arrest, criminal, civil, will, divorce and Marriage Records	Yes	Tier 1	1-49,999	\$0.09	N/A	N/A	\$0.09	N/A	N/A	\$0.09	N/A	N/A
		Tier 2	50,000- 199, 999	\$0.09	N/A	N/A	\$0.09	N/A	N/A	\$0.09	N/A	N/A
		Tier 3	200,000- 599,999	\$0.08	N/A	N/A	\$0.08	N/A	N/A	\$0.08	N/A	N/A
		Tier 4	600,000+	\$0.07	N/A	N/A	\$0.07	N/A	N/A	\$0.07	N/A	N/A

Part 2b: Public Record Search Price/User (flat rate/user)					
Public Records Category	Does Bidder Provide these Categories (Yes/No)		First Two(2) Years (\$ (24 months)	3rd Year (\$) (12 months)	4th Year (\$) (12 months)
United States Postal Service (USPS) Bankruptcy Records Property Records Professional Licensing Records Death Records Motor Vehicle License Records Court Records (public) Warrant, arrest, criminal, civil, will, Divorce and Marriage Records	Yes	Tier 1 (1-50 users)	\$117.00	\$117.00	\$117.00
		Tier 2 (51-100 users)	\$81.00	\$81.00	\$81.00
		Tier 3 (101-150 users)	\$76.50	\$76.50	\$76.50
		Tier 4 (151-200 users)	\$76.50	\$76.50	\$76.50



**INSURANCE REQUIREMENTS**

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
  - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
  - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
  - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
  - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Master Contract, with limits of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.
  - e. **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE.** Professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence or claim, \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Master Contract. The policy shall have an extended reporting period of not less than five (5) years after completion.
  - f. **CYBER RISK LIABILITY INSURANCE.** Cyber risk insurance, on a claim form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract. Limits are \$1,000,000 per occurrence and \$2,000,000 aggregate.



above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Notwithstanding any provision to the contrary, Contractor shall not utilize subcontractors to perform this Master Contract.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Master Contract.