IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	PADD16200940
Account Number:	AC-1
Revision Number:	01
Change Order Date:	April 8, 2016
Service Start Date:	April 5, 2016
Service End Date:	February 22, 2018
Payment Method:	Invoice
Payment Terms:	NET30
Currency	USD
FOB Instruction:	Destination
Attachment(s):	**PADD_CSID_final.pdf** :Finalized PADD **ChangeLog.htm** :Purchase Order Change

Supplier

Timothy Martin
CSIdentity Corporation
1501 South MoPac Expressway
Suite 200
Austin, TX 78746
Phone: 512-582-7207

Fax: 866-870-0441

Email: tmartin@csid.com

Buyer Contact

Valerie Bollinger
Division of Purchasing
Tel:208-332-1631
Fax:208-327-7320
Valerie.Bollinger@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

PADD16200940- ADMINISTRATIVE AMENDMENT

This is an administrative change order to add finalized PADD documents and Contractor contact information. The dollar amount indicated is an estimates only; no minimum or maximum amount is guaranteed or implied.

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Data Breach and Credit Monitoring Services through the NASPO ValuePoint Master Agreement lef by the State of Idaho. The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitions agency will issue individual releases (work or purchase orders) against this Master Contract on an as needed basis.

Contract Title.....Data Breach and Credit Monitoring Services
Contract Usage Type.....Mandatory Use
Public Agency Clause.....Yes

Contract Administration:
Valerie Bollinger
Phone: (208) 332-1631
Fax: (208) 327-7320
Email: Valerie.Bollinger@adm.idaho.gov

Contractor Contact:
Joel Lang
Phone: (512) 921-9449
Fax: (866) 228-9837
Email: jlang@csid.com

CONTRACTOR: BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statements will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

For ordering and payment information see the above contract information.

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Participating Addendum document.

2. The NASPO ValuePoint Master Agreement

3. A Purchase Order issued against the Master Agreement.

4. The State of Idaho's original solicitation document, including all exhibits, amendments, and clarifications.

5. The Contractor's response to the solicitations, including any clarifications.

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1	0	EA	$250,000.00	$250,000.00

Item Description #1

Data Breach and Credit Monitoring Services- 2 year initial term

Delivery Date: April 9, 2016
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Attachment(s) MA16000145-01 fully executed.pdf :Master Agreement
PADD_CSID_fully executed.pdf :signed PADD

Special Instructions:

Sub-Total (USD) $250,000.00

Estimated Tax (USD)	$0.00
TOTAL: (USD)	$250,000.00

Note: If there is a ⇩ next to an item's unit price, that indicates that the price has been discounted.

Signature : Valerie Bollinger

Signed By : Valerie Bollinger

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
Data Breach and Credit Monitoring Services
Administered by the State of Idaho (hereinafter "Lead State")

CSIdentity Corporation (CSID)
Master Agreement No: **MA16000145-01**
(hereinafter "Contractor")

And

State of Idaho
(hereinafter "Participating Entity")

1. Scope: This Participating Addendum (PADD) covers the Data Breach and Credit Monitoring Services contract led by the State of Idaho (Master Agreement No. MA16000145-01) for use by state agencies and other entities located in the Participating Entity, as provided below. The Services are set forth and described on the attached Exhibit A and related pricing on the attached Exhibit B.

2. Participation: Use of NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivision or other "Public Agencies," as defined by Idaho Code Section 67-2327. The Ordering Entity will issue individual releases (orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

3. Participating State Modifications or Additions to Master Agreement:
Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

3.1 Assignment: No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other part, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State (Idaho Code Section 67-5726(1)).

3.2 Amendments: Amendments to the Master Agreement will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) calendar days of the date of the amendment, in order to be effective.

3.3 Governing Law: Notwithstanding any provision to the contrary, the State of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the State of Idaho, shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect.

3.4 Administrative Fee and Quarterly Usage Report: The prices to be paid by the Participating (Ordering) Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the State understands and agrees that Contractor will raise negotiated Cost Proposal prices by this amount.) This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: *If the total of your net sales to Ordering Entities for one quarter = $10,000, you would remit $10,000 x 0.0125 = $125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports as designated by the State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the PADD SUMMARY USAGE REPORT FORM available for download at http://purchasing.idaho.gov/form2.html. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):		Fee and Report Due:
1st Quarter	July 1-Sept 30	October 31st
2nd Quarter	Oct 1-Dec 31	January 31st
3rd Quarter	Jan 1-Mar 31	April 30th
4th Quarter	Apr 1-June 30	July 31st

Email your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to: State of Idaho,

Participating Entity, and shall otherwise have no impact on the Master Agreement and its exhibits.

The parties have executed this PADD as of the date of the last signature below.

Participating Entity: **State of Idaho**	Contractor: **CSIdentity Corporation, a Delaware corporation (CSID)**
By: Valerie Bollinger	By: Heather Havins
Name: Valerie Bollinger	Name: Heather Havins
Title: State Purchasing Manager	Title: VP, Client Services
Date: 4/8/16	Date: 04/05/2016

Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Joel Lang
Address	1501 S. Mopac Expressway, Suite 200, Austin, TX 78746
Telephone	512-921-9449
Fax	866-228-9837
E-mail	jlang@csid.com

Participating Entity

Name	Valerie Bollinger
Address	650 W. State St., B-15, PO Box 83720, Boise, ID 83720-0075
Telephone	208-332-1631
Fax	208-327-7320
E-mail	Valerie.Bollinger@adm.idaho.gov

5. Orders: Any Order placed by a Participating Entity or Ordering Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders issued by purchasing entities within the entity must include the Participating State contract number: **PADD16200940** as well as the Lead State Master Agreement No. **MA16000145-01**.

6. Taxes: Notwithstanding anything to the contrary in the Master Agreement, this Participating Addendum or any Order issued under this Participating Addendum, all Prices are exclusive of any sales, use, excise taxes, gross receipts in lieu of sales tax, or any other transaction taxes or similar taxes or fees assessed by any taxing jurisdiction (collectively "Sales Taxes"), and Sales Taxes shall be charged separately. The Participating Entity or Ordering Entity, as the case may be, will provide the Contractor with an acceptable Idaho sales tax exemption/resale certificate as well as a multijurisdictional exemption/resale certificate.

7. Entire Agreement: This PADD and the Master Agreement No. MA16000145-01, together with its exhibits, set fort the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. The terms and conditions of this PADD shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Agreement, as to the

EXHIBIT A

Services Description

CyberAgent® Monitoring: Daily CyberAgent® monitoring will be made available to alert Covered Persons on a daily basis, for a period of twelve (12) months from the date an individual Covered Person enrolls in the Services, of any activity involving their personal information over the Internet. Monitored fields for CyberAgent® monitoring are:

1. Ten (10) Credit Card or Debit Card Numbers
2. Ten (10) Bank Account Numbers
3. Ten (10) Email Addresses
4. Ten (10) Telephone Numbers
5. One (1) Social Security Number

Notification and Response Management Assistance

Call Management. Consultation with Participating Entity on scripting for inbound and outbound call management Services. Inbound call management will advise Covered Persons of the available Services.

Web Landing Page. Provide HTML of the Web site landing page and URL, Notification letter and FAQ's. Build and host a standard Web Site for the purpose of enrolling the Covered Persons.

CSID Breach Protector Service Bundles (One Year Single-Bureau Credit Monitoring/Identity Theft Protection or Triple-Bureau Credit Monitoring/Identity Theft Protection)

Covered Persons Authentication. Perform credit file authentication of identity of the individuals enrolling in the Services. This includes a series of "out of wallet" questions only the owner of the identity can complete.

Single or Triple Bureau Credit Monitoring. Daily single or triple bureau credit monitoring will be made available to alert Covered Persons, on a daily basis, regarding bankruptcy petitions, liens and judgments, derogatory comments, new credit accounts, credit inquiries, and similar related activity.

CyberAgent® Monitoring. Daily CyberAgent® monitoring will be made available to alert Covered Persons on a daily basis of any activity involving their personal information over the Internet.

Court Records. CSID's Court Records reports and monitoring services search criminal and court records to determine if the Covered Person's identity has been used by any unauthorized individuals. The service is based on the Covered Person's First Name, Last Name and Date of Birth and offers the Covered Person insight into criminal claims filed. When the fields are matched, an alert notifying the Covered Person of a change in their data is sent and the details are available in the Court Records report.

Non-Credit or "Pay-Day" Loan. CSID's Non-Credit Loan services alerts Covered Persons if and when loans have been acquired using their Social Security Number. When a match is found, an alert is sent and the details of the report are made available. Non-Credit Loans reports reveal quick-cash loans associated with a Covered Person's information.

Change of Address. CSID's Change of Address service reports and monitors if and when an enrolled Covered Person's mail has been redirected through USPS. The match is based on First Name, Last Name, Address, City, State, Zip Code and Date of Birth. In report view, all the details of the addresses associated with that Covered Person will be available in a map-based view.

Social Security Trace. CSID's Social Security Number Trace Service provides a report of all names, aliases and addresses associated with a Covered Person's Social Security Number. Detection of both synthetic identity fraud and true name identity fraud is included in the report as well as a mapped view providing them with a location of all identities.

Sex Offender. CSID's Sex Offender alerts and reports enable Covered Persons to discover and monitor registered sex offenders living in their neighborhood. Using registries from all 50 states, Washington D.C, Puerto Rico and Guam, notifications are sent when a sex offender is living in a Covered Person's immediate area based on the address information provided by the Covered Person. In addition, alerts and reports are enabled for detection of a when a sex offender registers under a different name but uses the Covered Person's address. The report is interfaced with a map to give visual cues and information about sex offenders.

Bank Account Takeover. Bank Account Takeover Monitoring will allow Subscribers to monitor and receive alerts for questionable activity in demand deposit accounts, such as:

- New deposit account applications
- New deposit account opened
- Changes made to deposit account holder's personal information
- New signers added to account

Social Network Monitoring. The *Social Network Monitoring* Service allows a Subscriber to monitor his or her Facebook, Twitter, LinkedIn, and Instagram profile, comments, and wall posts for privacy and reputational risks. Privacy risks include instances where the social network(s) is sharing personal information such as addresses, a date of birth, etc., publicly. Reputational risks consider content that may prove detrimental to the Subscriber's reputation like foul language, sexual content, drug and alcohol references, etc. In the event that the Service locates a risk, the Service alerts the Subscriber. The *Social Network Monitoring* alerting database is updated every 24 hours.

Identity Theft Insurance *(U.S. Residents). Identity Theft Insurance* will reimburse Subscribers residing in the United States for certain ancillary expenses associated with restoring their identity should they become a victim of identity theft after such Subscriber is properly enrolled. The Company has been issued a policy that covers eligible expenses for up to $1,000,000, with

no deductible, from an A.M. Best "A-rated" carrier, subject to the terms, limits and/or exclusions of the policy. The insurance policy issued to CSID will reimburse the Subscriber for certain reimbursable expenses in accordance with the policy's terms. Subscribers must make claims for reimbursement in accordance with the terms and condition of the policy, which claims procedure and other delivery requirements will be mutually agreed to by the parties and conducted in accordance with the terms of the policy and applicable state insurance law and regulations.

Restoration Services. CSID's Full-Service Identity Restoration service provides Covered Persons with a certified identity theft restoration specialist to provide full-service identity restoration. Full-Service Identity Restoration Services includes:

- A certified identity theft restoration specialist assigned to identity fraud victims to provide full-service identity restoration over the duration of the case
- Use of a specialized limited power of attorney to work on the Covered Person's behalf to restore the identity case
- Draft letters to creditors and government agencies
- Draft dispute letters to credit bureaus
- Draft identity theft affidavit

Description of Standard CSID Breach Protector Portal: Secure online enrollment interface and alert notification:

A. Online Covered Person enrollment interface providing the following capabilities:

   1. Secure URL and enrollment page that captures the following information provided by the Covered Person:

      a. Unique code for Covered Person to enroll in Company Services ("Code")
      b. Covered Person's first and last name
      c. Covered Person's email address
      d. Covered Person's telephone number
      e. Covered Person's address
      f. Covered Person's Social Security number (SSN)
      g. Covered Person's Date of birth (DOB)

   2. Welcome page:

      a. Confirms enrollment
      b. Provides customer service contact phone number

B. Service Activation PIN Codes ("PIN Codes")

   1. The Company will generate random, non-sequential PIN Codes in sufficient quantity so at least one PIN Code is generated per number of Covered Persons as determined by Participating Entity.

2. PIN Codes will consist of alpha-numeric characters
3. PIN Codes will be one-time use only codes

C. Delivery of welcome email informing Covered Persons that they have successfully enrolled in the Services, along with description of services to be provided to user and contact information for the Company.

D. Participating Entity will promptly notify the Company if Participating Entity loses any PIN Codes or if such PIN Codes are exposed to third parties (other than the Covered Persons). If this occurs, the Company will replace the lost or exposed PIN Codes with new PIN Codes.

EXHIBIT B

Pricing for Services and Enrollment Process

CSID has included the 0.25% NASPO ValuePoint Administrative Fees in the prices provided below. CSID has not included in the below pricing any additional Administrative Fees that a Participating Entity may require.

Size of Breach Event (Number of Eligible Persons)	Cost per notification (Unit Price)	General Call Center cost per call (Unit Price)
0 – 10,000	$0.60	$12.00
10,001 – 100,000	$0.59	$12.00
100,001 – 500,000	$0.58	$12.00
500,001 – 1,000,000	$0.57	$12.00
1,000,001 – 5,000,000	$0.56	$12.00
5,000,001+	$0.55	$12.00

Number of Active Participants	One Year Single-Bureau Credit Monitoring/Identity Theft Protection per person (Unit Price)	One Year Triple-Bureau Credit Monitoring/Identity Theft Protection per person (Unit Price)
0 – 1,500	$14.16	$32.52
1,501 – 15,000	$13.56	$31.92
15,001 – 75,000	$12.48	$31.08

75,001 – 150,000	**$11.88**	**$29.64**
150,001 – 750,000	**$10.68**	**$28.32**
750,000+	**$10.20**	**$27.48**

Enrollment Window: Covered Persons may enroll in the Services for up to ninety (90) days after the issuance of PIN Codes, and all PIN Codes will expire and be of no further force and effect after such time.

Enrollment Process

To enroll eligible Covered Persons in the Services, the Company or Participating Entity will notify eligible individuals by physical mail (as described below), with a description of the service bundle being offered, a single use enrollment PIN Code and enrollment URL and an 800 number (i.e., a "toll free" number) for such individuals to call into the Company's Member Services team to receive any additional enrollment assistance as needed. For physical notifications, Participating Entity will provide the Company the text of the notification letter, the name and e-mail address of the recipients/eligible individuals, and such other information as the Company may require to send such mail notifications. Participating Entity will provide CSID Member Services a roster of eligible persons in advance of the notification process to eligible individuals.

Notification Costs: First class, 1-2 pages front and back, black and white printing, processing. Pricing is based on the following: 1-2 pages (2-4 single sided), one (1) letter template, with only first name/last name changes, black and white printing, and a domestic address only. Participating Entity must provide the Company with all necessary information for any mailings, which information must be provided to the Company prior to the commencement of any mailings.

MASTER AGREEMENT MA16000145-2

Data Breach and Credit Monitoring Services

PARTIES

State of Idaho Division of Purchasing "DOP"
In conjunction with NASPO ValuePoint

and

Identity Theft Guard Solutions (dba ID Experts) "Contractor"

AGREEMENT

1. Overview

This contract is for services related to data breach response. Specifically, the services include notification of affected persons regarding the breach, call center services, and single- or triple-bureau credit monitoring (including identity theft monitoring, restoration, and insurance.)

2. Order of Precedence

2.1 Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");
(2) NASPO ValuePoint Master Agreement;
(3) A Purchase Order issued against the Master Agreement;
(4) The RFP, including all Exhibits and Amendments; and
(5) Contractor's response to the Solicitation.

2.2 These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3. Effective Date and Term

This Master Agreement is effective upon the date of the last signature. In no event will this Agreement be effective until executed by DOP. The initial term of this Master Agreement shall be two (2) years.

4. Attachments

The following documents are attached to and incorporated into this Master Agreement:

(1) Attachment 1 – RFP Documents including all exhibits, amendments, and clarifications
(2) Attachment 2 – Contractor's Technical Proposal including all attachments and clarifications
(3) Attachment 3 – Contractor's Cost Proposal

ID Experts

Director of Breach Services

Name, Title

February 16, 2016

Date

Division of Purchasing

Valerie Bollinger

Valerie Bollinger, Buyer

2-23-16

Date

STATE OF IDAHO

DIVISION OF PURCHASING

In conjunction with

NASPO ValuePoint

REQUEST FOR PROPOSALS (RFP) 16000145

DATA BREACH AND CREDIT MONITORING SERVICES

Issue Date October 21, 2015

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1 RFP ADMINISTRATIVE INFORMATION

RFP Title:	Data Breach and Credit Monitoring Services
RFP Project Description:	The State of Idaho, in conjunction with NASPO ValuePoint, is seeking Contractor(s) to provide data breach and credit monitoring services.
RFP Lead:	Valerie Bollinger, Buyer State of Idaho, Division of Purchasing 650 W. State St., B-15 Boise, ID 83720 Valerie.Bollinger@adm.idaho.gov (208) 332-1631
Submit sealed proposal (if submitting manually): MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE IDAHO DIVISION OF PURCHASING PRIOR TO THE CLOSING DATE AND TIME.	Address for Courier: LBJ Building 650 W. State St., Room B-15 Boise, ID 83720 Address for US Mail: P.O. Box 83720 Boise, ID 83720-0075
Submit electronically via IPRO:	Electronic Submission https://purchasing.idaho.gov/iprologin.html
Pre-Proposal Conference:	Thursday, October 29, 2015 at 10:00 am Mountain Time
Pre-Proposal Conference Location:	650 W. State St., Room B-15 (or by teleconference)
Deadline To Receive Questions:	Tuesday, November 3, 2015 at 11:59:59 p.m. Mountain Time
RFP Closing Date:	*See* IPRO Header Document
RFP Opening Date:	10:30 a.m. Mountain Time the following work day after closing.
Initial Term of Master Agreement and Renewals:	The initial term of the Master Agreement will be two (2) years with the option, upon mutual written agreement, for three (3) additional renewal periods of one (1) year each. Upon mutual agreement, the Master Agreement may be extended or amended.

TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN PARAGRAPH 26 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS, WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES, INCLUDING THE STATE OF IDAHO, MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.

2 NASPO VALUEPOINT SOLICITATION - GENERAL INFORMATION

2.1 PURPOSE

The State of Idaho Division of Purchasing (Lead State) is requesting proposals for data breach and credit monitoring services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreements with qualified Offerors to provide services related to data breach, including notification assistance, credit and identity monitoring, and identity restoration for affected citizens for all Participating Entities. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement shall be extended to state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement shall be two (2) years with renewal provisions as outlined in Paragraph 3 of **Exhibit C, NASPO ValuePoint Master Terms and Conditions.**

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors in the Lead State's discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements.

This will be a new service for the State of Idaho and NASPO ValuePoint.

2.2 LEAD STATE

The State of Idaho Division of Purchasing is the Lead State and issuing office for this solicitation and all subsequent addenda relating to it. The reference number for the transaction is RFP16000145. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

2.3 DEFINITIONS

The following definitions apply to this solicitation. **Exhibit C** contains definitions of terms used in the NASPO ValuePoint Master Agreement Terms and Conditions.

Active Participant means every Eligible Person that voluntarily elects to activate their participation by agreeing to use the Contract Services.

Contract Services means only that portion of the Statement of Work available to an Eligible Person after activation, including without limitation, those described in **Exhibit B**, Paragraphs B4 and B5.

Eligible Person means every individual or business that meets the criteria established by a Participating Entity to qualify for the Contract Services. The Participating Entity will have sole discretion to determine who qualifies as an Eligible Person.

Lead State means the State conducting this cooperative procurement, evaluation, and award.

Offeror means the company or firm which submits a proposal in response to this Request for Proposal.

Personally Identifiable Information or PII means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

Request for Proposals or RFP means the entire solicitation document, including all parts, sections, exhibits, attachments, and addenda.

Triggering Event means a breach or suspected breach of PII, or any other circumstance which results in a Participating Entity activating services under the Master Agreement (through a Participating Addendum).

2.4 NASPO VALUEPOINT BACKGROUND INFORMATION

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites: www.naspovaluepoint.org and www.naspo.org.

2.5 PARTICIPATING STATES

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named as potential participating entities on the resulting Master Agreement: California, Connecticut, Hawaii, North Dakota, Oregon, Utah, and Washington. Other entities may become Participating Entities after award of the Master Agreement. State-specific terms and conditions that will govern each state's Participating Addendum are included in Appendix A (attached in IPRO), or may be incorporated into the Participating Addendum after award.

2.6 ANTICIPATED USAGE

This is a new service for the Lead State and NASPO ValuePoint. Therefore, annual usage data is not available. Usage will be dependent on Triggering Events and the needs of each Participating Entity. No minimum or maximum level of sales volume is guaranteed or implied in awarded Master Agreements awarded under this RFP.

2.7 TERMS AND CONDITIONS GOVERNING SOLICITATION AND RESULTING AGREEMENTS

2.7.1 Solicitation

The solicitation consists of this RFP document, including all Exhibits. In the event of any conflict, **Exhibit A, Solicitation Instructions to Vendors** shall take precedence over other terms and conditions, unless an exception is explicitly taken.

2.7.2 Master Agreement

The Master Agreement(s) awarded from this RFP will consist of the RFP document, including all Exhibits, and the winning Offeror's Proposal, in that order of precedence. In the event of any conflict, **Exhibit C, NASPO ValuePoint Master Agreement Terms and Conditions** will take precedence over **Exhibit A, Solicitation Instructions to Vendors** and **Exhibit D, State of Idaho Standard Contract Terms and Conditions.**

2.7.3 Participating Addenda

Participating Entities, including the State of Idaho, may negotiate additional and/or different terms and conditions in a Participating Addendum, which will take precedence over the terms of the Master Agreement in the event of conflict. Participating Entities may <u>not</u> negotiate the addition of services not contemplated by this RFP.

3 SOLICITATION REQUIREMENTS, INFORMATION AND INSTRUCTIONS

3.1 RFP QUESTION AND ANSWER PROCESS

This solicitation is issued by the State of Idaho Division of Purchasing via IPRO (https://purchasing.idaho.gov/iprologin.html). The Division of Purchasing is the only contact for this solicitation. All correspondence must be in writing. In the event that it becomes necessary to revise any part of this RFP, addenda will be posted at IPRO. It is the responsibility of the Offeror to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this RFP shall not be relied upon. All changes to this RFP must be in writing and posted at IPRO to be valid.

Questions or other correspondence must be submitted in writing (fax, mail, e-mail) to:

Valerie Bollinger, Buyer
State of Idaho, Division of Purchasing
650 W. State St., Room B-15
P.O. Box 83720
Boise, ID 83720-0075
Fax: (208) 327-7320
E-mail: Valerie.Bollinger@adm.idaho.gov

Questions related to this RFP must be submitted in writing to the RFP Lead (preferably via e-mail), by the date and time noted in Section 1, RFP Administrative Information, in order to be considered.

Written questions must be submitted using Exhibit E, Offeror Questions. Official answers to all written questions will be posted on IPRO as an amendment to this RFP (Note: Questions are **not** submitted via IPRO).

Any questions regarding the **NASPO ValuePoint Master Agreement Terms and Conditions, Exhibit C, or the State of Idaho Standard Contract Terms and Conditions, Exhibit D,** must also be submitted in writing, using **Exhibit E, Offeror Questions,** by the deadline identified in the RFP Administrative Information. **The State will not consider proposed modifications to these requirements after the date and time set for receiving questions.** Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency);

2. Recommended verbiage for the State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned;

3. Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

Proposals which condition the Proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions,

will be found non-responsive, and no further consideration of the Proposal will be given.

3.2 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held at the location and time indicated in **Section 1, RFP Administrative Information.** This will be your opportunity to ask questions, in person, with representatives of the Lead State. All interested parties are invited to participate either by attending the conference in person, or by an established call in number. Attendance is limited to a total of two (2) representatives for each interested vendor (in person and/or on the phone). **Those choosing to participate must pre-register in writing with the RFP Lead (preferably via e-mail) to receive meeting details. Include the company name, and the name and contact information of the representative(s) who will participate; Offerors are asked to register by Tuesday, October 27 at 5:00pm MT.** Conference attendance is at the participant's own expense. Any oral answers given by the Lead State during the pre-proposal conference are unofficial, and will not be binding on the State or NASPO ValuePoint.

3.3 PROPOSAL DUE DATE

Proposals must be received by the Closing Date and time as described in the IPRO header document ("End Date"). Proposals received after the deadline will not be accepted.

3.4 CANCELLATION OF PROCUREMENT

This RFP may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of potential Participating States (see Paragraph 20 of **Exhibit A, Solicitation Instructions to Vendors.)**

3.5 GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the Lead State, in accordance with its procurement rules, found in Idaho Code, IDAPA (administrative rules), and other policies, available at: http://purchasing.idaho.gov/idaho_code.html.

This procurement shall be governed by the laws and regulations of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Ada County, Idaho. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in Paragraph 35 of the NASPO ValuePoint Master Agreement Terms and Conditions in **Exhibit C.**

3.6 FIRM OFFERS

Responses to this RFP, including proposed costs, will be considered firm for one-hundred-eighty (180) days after the proposal due date.

3.7 RIGHT TO ACCEPT ALL OR PORTION OF PROPOSAL

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal (see Paragraph 20 of **Exhibit A, Solicitation Instructions to Vendors.)**

3.8 PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Include a Table of Contents in the Technical Proposal identifying the contents of each section, including page numbers of major sections. Proposals should follow the numerical order of this

RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and subsections shall be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or subsection, followed with your response. Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or subsection from the Offeror's response.

Proposals must be detailed and concise. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals.

3.9 PROPOSAL SUBMISSION INSTRUCTIONS

Proposals may be submitted manually or electronically.

3.9.1 Electronically Submitted Proposals

Electronically submitted proposals must be submitted through IPRO, the Lead State's eProcurement provider, at http://purchasing.idaho.gov/iprologin.html. When submitting through IPRO, enter your "Total Cost" in IPRO as "$0," and UPLOAD YOUR SEPARATE TECHNICAL PROPOSAL, COST PROPOSAL AND ALL OTHER REQUIRED DOCUMENTS, including your signed State of Idaho Signature Page. **The Technical Proposal consists of Section 5, Mandatory Administrative Requirements; Section 6, Business Information; Section 7, Organization and Staffing; and Section 8, Scope of Work, and any exhibits or additional documents referenced therein.**

Be advised that the "Offeror" for bid evaluation and award purposes is the entity profile you submit under in IPRO, which must be the same legal entity presented in your attached response materials. Your submission via IPRO is your electronic signature, acknowledging the statements contained in the State of Idaho Signature Page.

Offerors are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate their response, as the State will print uploaded documents for evaluation in the manner received via IPRO.

3.9.2 Manually Submitted Proposals

Manually submitted proposals must be addressed to the RFP Lead and must be sealed and identified as **"RFP16000145 Data Breach and Credit Monitoring Services."** The Technical Proposal and separately sealed Cost Proposal must be submitted at the same time (place all proposal response materials within a larger package).

The Technical portion of the Proposal must be clearly marked "TECHNICAL PROPOSAL – RFP16000145 Data Breach and Credit Monitoring Services."

Each proposal must be submitted in one (1) original with six (6) copies of the Technical Proposal and one (1) original and one (1) copy of the Cost Proposal.

Offerors submitting manually must also submit one (1) electronic copy of the proposal on CD or USB device. Word or Excel format is required (the only exception is for financials, brochures or other information only available in an alternate format). The

format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way.

If your proposal contains trade secret information which you have identified, you must also submit a redacted copy of the Technical Proposal (in electronic format, with the word "redacted" in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in Section 3.10, below) of all trade secret information which was removed or blacked out in the redacted copy.

The Cost Proposal must be separately sealed and identified as **"Cost Proposal – RFP16000145 Data Breach and Credit Monitoring Services."**

3.10 CONFIDENTIAL OR PROPRIETARY INFORMATION

Paragraph 28 of the Solicitation Instructions to Vendors describes trade secrets to "*include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.*" In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Offerors must also:

Identify with particularity the precise text, illustration, or other information contained within each page marked "trade secret" (it is not sufficient to simply mark the entire page). The specific information you deem "trade secret" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a "trade secret."

Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your proposal; listed in the order it appears in your submittal documents, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the state's procurement personnel to determine the precise text/material subject to the notation.

4 EVALUATION AND AWARD

4.1 EVALUATION CODES

(M) Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement will render Offeror's proposal non-responsive and no further evaluation will occur.

(ME) Mandatory and Evaluated Specification - failure to comply will render Offeror's proposal non-responsive and no further evaluation will occur. Offeror is required to respond to this specification with a statement outlining its understanding and how it will comply. Points will be awarded based on predetermined criteria.

(E) Evaluated Specification - a response is desired and will be evaluated and scored. If not available, respond with "Not Available" or other response that identifies Offeror's ability or inability to supply the item or service. Failure to respond will result in zero (0) points awarded for the specification.

4.2 INITIAL REVIEW OF PROPOSALS

4.2.1 All proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Sections noted with an (M). Any proposal(s) not meeting the Mandatory Submission Requirements may be found non-responsive.

4.2.2 The Technical Proposal will be evaluated first as either "pass" or "fail," based on compliance with those requirements listed in the RFP with an (M) or (ME). All proposals which are determined to be responsive will continue in the evaluation process outlined in this section.

4.3 RIGHT TO WAIVE MINOR IRREGULARITIES

Offerors are directed to IDAPA 38.05.01.074.03.a, as well as IDAPA 38.05.01.091.05, which allow the designated State official to waive minor informalities as well as minor deviations. The State also reserves the right to seek clarification on any M or ME requirement.

4.4 EVALUATION PROCESS

4.4.1 The Technical Proposal will be evaluated and scored by a Proposal Evaluation Committee.

4.4.2 The scores for the Technical Proposal will be normalized as follows: The Technical Proposal with the highest raw technical score will receive all available Technical Points: 600 points. Other proposals will be assigned a portion of the maximum available Technical Points, using the formula:

$$600 \times \frac{\text{raw score of technical proposal being evaluated}}{\text{highest raw technical score}}$$

4.4.3 Cost Proposals will be opened only after evaluation of Technical Proposals has been completed. The scores for the Cost Proposal will be normalized as follows: The cost evaluation will be based on Average Unit Price for each of the following services:

notifications, general call center, single-bureau credit monitoring, and triple-bureau credit monitoring. The proposal with the lowest Average Unit Price proposed for each service will receive all available Cost Points for that service: 100 points. Other proposals will be assigned a portion of the maximum score using the formula:

$$100 \times \frac{\text{lowest cost proposal for the service}}{\text{cost proposal being evaluated}}$$

This process will be repeated for each service, with a maximum possible score of 400 points for the Cost Proposal.

4.4.5 **Evaluation Criteria**

Technical Proposal Includes:

Mandatory Submission Requirements (Section 5)	Pass/Fail
Business Information (Section 6)	100 points
Organization and Staffing (Section 7)	150 points
Scope of Work (Section 8)	350 points
Cost (Exhibit F)	400 points
TOTAL POINTS	**1,000 points**

4.4.6 **Best and Final Offer (BAFO) and other proposal discussions**

Proposal discussions with individual Offerors (including the utilization of one or more BAFOs) may be conducted in accordance with IDAPA 38.05.01.083 and .084, as determined by the state to be in its best interest. *NOTE: Offerors should submit their best proposals initially as there is no guarantee that the State will conduct any discussions.*

4.5 AWARD OF MASTER AGREEMENT(S)

Award shall be made to the responsive responsible Offeror(s) with the highest number of total points. The Lead State anticipates awarding multiple Master Agreements. Notwithstanding Paragraph 13 of Exhibit A, Solicitation Instructions to Vendors, award of Master Agreement(s) will be made without regard to any preference for Idaho suppliers. Participating entities, including the State of Idaho, may take local preferences into consideration when determining if they will enter into a Participating Addendum with a Contractor to which a Master Agreement has been awarded.

4.6 NOTICE OF INTENT TO AWARD

After final selections are made, the Lead State will issue an intent-to-award announcement by letter to all responsive Offerors.

4.7 APPEAL PROCESSES

Offerors are directed to Idaho Code Section 67-5733, available at http://www.legislature.idaho.gov/idstat/Title67/T67CH57SECT67-5733.htm for available appeal processes.

5 MANDATORY ADMINISTRATIVE REQUIREMENTS

5.1 (M) SIGNATURE PAGE

Proposals must be submitted with a state supplied signature page, located on IPRO as an attachment, which must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK OR AN ELECTRONIC SIGNATURE**, and be returned with the relevant Solicitation documents. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE (and will result in a finding that your proposal is non-responsive).** Your ORIGINAL Signature Page should be included at the FRONT of your ORIGINAL Technical Proposal.

5.2 (M) COVER LETTER

The Technical Proposal must include a cover letter on official letterhead of the Offeror; with the Offeror's name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror's authorized signer. The cover letter must identify the RFP Title and number, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

5.2.1 Identification of the Offeror's corporate or other legal entity status. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.

* If submitting via IPRO, be certain the FEIN in IPRO is the same as the one in your cover letter and on your State of Idaho Signature Page.

5.2.2 A statement indicating the Offeror's acceptance of and willingness to comply with the requirements of the RFP and exhibits, including but not limited to **Exhibit C, NASPO ValuePoint Master Agreement Terms and Conditions** and **Exhibit D, State of Idaho Standard Contract Terms and Conditions.**

5.2.3. A statement indicating the Offeror's understanding that they may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.

5.2.4 A statement of the Offeror's compliance with affirmative action and equal employment regulations.

5.2.5 A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. The Offeror must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the contract without liability or, in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

5.2.6 A statement naming the firms and/or staff responsible for writing the proposal.

5.2.7 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: http://sam.gov.

5.2.8 A statement affirming the proposal will be firm and binding for one-hundred-eighty (180) days from the proposal opening date.

5.2.9 A statement, by submitting its proposal, that the Offeror warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 (http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html); it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

5.2.10 A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee will apply to total sales for the Master Agreement(s) awarded from this RFP as detailed in Paragraph 26 of the NASPO ValuePoint Standard Terms and Conditions (Exhibit C) and Section 1, RFP Administrative Information of this RFP, and acknowledging the requirement to provide a single person responsible for submitting the NASPO ValuePoint usage reports detailed in Paragraph 27 of the NASPO ValuePoint Standard Terms and Conditions (Exhibit C).

5.3 (M) ACKNOWLEDGEMENT OF AMENDMENTS

If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive. IDAPA 38.05.01.52

5.4 EXECUTIVE SUMMARY

Include an executive summary in the Technical Proposal providing a condensed overview of the contents of the Technical Proposal demonstrating an understanding of the services to be performed.

6 BUSINESS INFORMATION

6.1 (ME) BUSINESS PROFILE

Provide a profile of your business including: year started, organizational structure, client base (including any focus by region, market sector, etc.), growth over the last three (3) years, number of employees, employee retention rates over the last three (3) years, etc. **Businesses must demonstrate a minimum of five (5) years of experience providing data breach and credit monitoring services for large scale breaches to be eligible for award.**

6.2 (E) SCOPE OF EXPERIENCE

6.2.1 **Describe in detail** the business' experience with statewide or large consortium contracts similar to the Master Agreements sought through this RFP. Provide the approximate dollar value of the business' three (3) largest contracts in the last five (5) years, under which the business provided services identical or very similar to those required by this RFP.

6.2.2 **Describe in detail** the size and scope of data breaches for which you have provided the types of services required by in this RFP.

6.3 (E) REFERENCES

Provide three (3) completed Reference Questionnaires. *See* **Attachment G.**

6.4 (M) FINANCIALS

Offerors are required to provide a D&B Comprehensive Insight Plus credit report or Experian ProfilePlus report, indicating the Offeror's current credit score, with the proposal submission. The Offeror should stamp or write "Trade Secret" or "Confidential" on each page of the Credit Report information that it does not want released. The information will be held in confidence to the extent that law allows. Credit Report must be current and have been established within thirty (30) calendar days of the proposal closing date.

Credit Reports must be for the exact organization submitting the proposal. The Credit Report cannot be combined or consolidated with the information from any entity other than the company submitting the proposal. If the Offeror's name on the proposal does not match the name on the credit report, it will not be accepted and the Offeror will be found non-responsive for the financial requirement of this proposal.

The (M) Mandatory elements of this Section are two-fold: the offeror must provide a credit score on one of the named reports AND the report provided in response to the RFP must demonstrate a CSC (credit score class) rating of 1 – 3 or a CRS (credit ranking score) rating of 26 – 100.
Failure to provide one of the named reports (or failure to provide one of the designated credit scores) will result in a finding that the offeror is non-responsive.

In addition:
A company receiving a CSC rating of High risk (5) or High Medium risk (4) of experiencing financial stress and delinquent payments will not be considered for contract award.

CSC of 1 = Low Risk

CSC of 2 = Low Medium Risk
CSC of 3 = Medium Risk
CSC of 4 = High Medium Risk
CSC of 5 = High Risk

A company receiving a rating of High risk (0-10) or High Medium risk (11-25) of experiencing financial stress and delinquent payments will not be considered for contract award.

CRS of 76-100 = Low Risk
CRS of 51-75 = Low Medium Risk
CRS of 26-50 = Medium Risk
CRS of 11-25 = High Medium Risk
CRS of 0-10 = High Risk

7 ORGANIZATION AND STAFFING

This Section focuses on the individual persons and roles that will be involved in performance of the Master Agreement. The State has identified a number of roles that are necessary based on the requirements of **Exhibit B, Statement of Work**; these titles are not meant to be restrictive, but are used to identify key roles. The State recognizes that different Offerors may use different titles, have different organizational structures, and employ roles that have not been specifically identified by the State. For the roles that have been identified (Sections 7.1 – 7.4), provide the required information about the person/role that will meet the requirements identified by the State; feel free to provide the title your business uses for that role. If multiple identified roles are performed by the same person, be sure to include that information in your response. In response to Section 7.5, identify any other key roles not specifically identified by the State and provide the requested information.

7.1 (ME) CONTRACT MANAGER

The Contractor must provide a Contract Manager as the single point of contact for management of the NASPO ValuePoint Master Agreement, administered by the State of Idaho. **The Contract Manager must have a minimum of five (5) years' experience managing contracts for data breach and credit monitoring services.**

7.1.1 Provide the name, phone number, email address, and work hours of the person who will act as Contract Manager if you are awarded a Master Agreement.

7.1.2 **Describe in detail** the Contract Manager's experience managing contracts of similar size and scope to the one that will be awarded from this RFP. **Provide a detailed resume for the Contract Manager.**

7.1.3 **Describe in detail** the roles and responsibilities of the Contract Manager as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.

7.2 (E) BREACH RESPONSE SPECIALIST

If a Triggering Event occurs, Participating Entities must be able to contact a breach response specialist who can assist in determining the steps that must be taken to activate services and respond appropriately.

7.2.1 Identify the person or role that will provide this support service to Participating Entities. If known, provide the name, phone number, and email address of the person who will fill the Breach Response Specialist role and **attach a detailed resume.**

7.2.2 **Describe in detail** the roles and responsibilities of the Breach Response Specialist as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.

7.3 (E) CALL CENTER CUSTOMER SERVICE REPRESENTATIVES

All customer service representatives must have excellent customer service skills, and be able to communicate clearly in English. **Describe in detail** the minimum qualifications and training for call center customer service representatives servicing the NASPO ValuePoint Master Agreement.

7.4 (E) IDENTITY RESTORATION PERSONNEL

All identity restoration personnel must be highly trained, have excellent customer service skills, and be able to communicate clearly in English. **Describe in detail the minimum qualifications and training you will require for identity restoration representatives servicing the NASPO ValuePoint Master Agreement.**

7.5 (E) OTHER KEY POSITIONS/PERSONNEL

7.5.1 Provide a list of other Key Positions/Personnel who will be involved in the performance of this Master Agreement. Examples may include incident manager, customer service manager, or any other vital roles. If no additional Key Positions/Personnel will be involved in the performance of the Master Agreement, provide a brief statement explaining how the roles identified in Sections 7.1 – 7.4 will cover all areas of performance.

7.5.2 **Describe in detail the roles and responsibilities of the positions as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.**

7.5.3 If known, provide the name, phone number, and email address of the person who will fill each of the Key Positions, and **attach a detailed resume.**

8 SCOPE OF WORK

8.1 (M) REQUIREMENTS

Affirm your understanding of, and willingness to comply with, the requirements of Exhibit B, Statement of Work.

8.2 (E) SUBCONTRACTORS

Offerors are asked to explain whether they intend to provide all services directly or through the use of subcontractors. Higher points may be earned by providing all services directly or by providing details of highly qualified subcontractors; lower scores may be earned for failure to provide detailed plans for providing services or failure to provide detail regarding specific subcontractors.

8.2.1 Subcontractors are only permitted with written approval from the State, and must meet or exceed all minimum requirements in this RFP.

8.2.2 Describe the extent to which you intend to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.

8.2.3 If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

8.3 (E) WORKING WITH PARTICIPATING ENTITIES

Describe in detail how you will work with Participating Entities before, during, and after a data breach. Include information such as:

- Personnel who will be involved at various stages (refer to the persons/roles identified in Section 7);
- Response times;
- Processes and timelines;
- Methods of communication and assistance; and
- Other information vital to understanding the service you provide.

8.4 (E) NOTIFICATIONS TO AFFECTED INDIVIDUALS

Describe in detail how you will work with a Participating Entity to notify affected individuals of a Triggering Event. Specifically:

- Describe your experience assisting with notifications in large-scale breaches (include examples);
- Address your ability to meet the varying legal requirements of the Participating Entities; and
- Provide a sample Notification Plan (see Exhibit B, Paragraph B3.2)

8.5 (E) ENROLLING ELIGIBLE PERSONS

Describe in detail the process by which Eligible Persons enroll for services. Include information such as:

- Methods of enrolling;
- Average time required to enroll;
- Information required in order to enroll; and
- Other information vital to understanding the enrollment process.

8.6 (E) CREDIT AND IDENTITY THEFT MONITORING

Describe in detail the methods used for credit and identity theft monitoring. Specifically:

- Discuss the depth and variety of identity theft monitoring;
- Discuss the frequency of monitoring; and
- Include information about any unique or proprietary methods of monitoring.

8.7 (E) ALERTS/NOTIFICATIONS

Describe in detail the process of notifying Active Participants of suspicious activity discovered through credit and/or identity theft monitoring. Specifically, discuss:

- Methods by which alerts/notifications are made (e.g. phone, text, email, etc.);
- How quickly alerts/notifications are made after discovery of suspicious activity;
- The extent of the information contained in the alerts/notifications;
- Whether the notification includes an assessment of the level of threat; and
- Whether the notifications include any suggested steps for the participant to take.

8.8 (E) IDENTITY THEFT INSURANCE

Describe in detail:

- How you will meet the requirement in Paragraph B5.7 of **Exhibit B, Statement of Work;**
- The process Active Participants must follow to initiate a claim; and
- Provide a copy of the insurance policy.

8.9 (E) IDENTITY THEFT RESTORATION ASSISTANCE

Describe in detail the services provided to assist Active Participants in restoring stolen identities. Include information such as:

- How Active Participants initiate identity theft restoration services;
- Any requirements that must be met before an Active Participant can receive restoration assistance; and
- The nature of services provided.

8.10 (E) CUSTOMER SERVICE

Describe in detail how you ensure excellent customer service is provided to all Eligible Persons, Active Participants and representatives of Participating Entities. Include:

- Quality assurance measures;
- Escalation plan for addressing problems and/or complaints; and
- Service Level Agreement (SLA). Please note that the terms and conditions of this RFP and all exhibits take precedence over any conflicting terms and conditions in the SLA.

8.11 (E) AVAILABLE LANGUAGE OPTIONS

All services must be performed by employees who can communicate clearly in English (see Sections 7.3 and 7.4). Are you also able to provide services to Eligible Persons and Active Participants in languages other than English? If so, provide a list of available languages that may be selected by Participating Entities and any limitations to the services that can be provided in those languages.

8.12 (ME) SECURITY OF INFORMATION

Describe in detail the measures you take to protect sensitive customer information. At a minimum, Offeror must describe how it meets the requirements in Exhibit B, Paragraph B7.3. Offeror may also include information such as:

- Other standards that vendor's system meets or exceeds (e.g. NIST 800-53; ISO-27001);
- Processes for managing exposures to system vulnerabilities and preventing malware infections;
- Frequency of vulnerability assessment and penetration testing;
- Incident response practices;
- Access controls such as restricted privileges and access rights, remote access authentication and automatic session timeouts;
- Method by which you will dispose of Active Participants' information following completion of Contract Services (see Exhibit B, Paragraph B7.4).

9 COST PROPOSAL AND BILLING PROCEDURE

9.1 (ME) COST PROPOSAL

Use the format established in **Exhibit F** to respond to the Cost Proposal of this RFP, and identify it as "Cost Proposal – RFP16000145 Data Breach and Credit Monitoring Services". Altering the format or conditioning the cost on acceptance of additional/conflicting terms or limitations may result in a finding that your proposal is non-responsive.

The Offeror must provide a fully-burdened rate which must include, but not be limited to, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, profit, and supplies.

9.2 ADMINISTRATIVE FEES

Offerors must include the 0.25% NASPO ValuePoint Administrative Fee in the prices provided in **Exhibit F, Cost Proposal**, as detailed in Paragraph 26 of **Exhibit C, NASPO ValuePoint Master Agreement Terms and Conditions**.

Notwithstanding Paragraph 6 of **Exhibit A, Solicitation Instructions to Vendors** and Paragraph 5 of **Exhibit D, State of Idaho Standard Contract Terms and Conditions**, Offerors should not include the 1.25% State of Idaho Administrative Fee. Each Participating Entity may negotiate an additional Administrative Fee with Contractor(s) in their Participating Addendum.

9.3 INVOICING

Contractors shall invoice Participating Entities monthly for services provided the previous month. Payment terms will be according to **Exhibit C, NASPO ValuePoint Master Agreement Terms and Conditions** unless other payment terms are negotiated in a Participating Addendum.

EXHIBIT A – SOLICITATION INSTRUCTIONS TO VENDORS

RFP16000145 Data Breach and Credit Monitoring Services

1. AUTHORITY TO PURCHASE: The Administrator of the Division of Purchasing, Department of Administration or the Administrator's delegates are the only statutory agents authorized to execute Contracts for the procurement of goods and services, unless exempted pursuant to statute or rule.

2. E-PURCHASING: The State of Idaho, Division of Purchasing and many individual Agencies utilize the Idaho e-Procurement System (IPRO), an electronic procurement system. Depending upon which profiling options vendors select in IPRO, vendors may be sent e-mail notifications of acquisition opportunities on those Solicitations electronically posted.

3. ELECTRONIC SIGNATURES: IDAPA 38.05.01.061 specifically allows for electronic signatures on responses submitted to formal solicitations. For vendors submitting via IPRO, IPRO processes all information electronically on the Internet. Signatures by both the submitting Vendor and the State when using IPRO may be electronic and electronic signatures used with IPRO are as fully binding and legal for the State's purchasing process as a manually affixed signature. Any reference in these *Solicitation Instructions to Vendors* to "signed," "signature," "manually signed in ink," or equivalents will include electronic signatures.

4. DEFINITIONS: Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716 or IDAPA 38.05.01.011.

A. Agency. All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.

B. Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.

C. Bidder – A Vendor who has submitted a Bid.

D. Contract - Contract means any state written agreement, including a Solicitation or specification documents and the accepted portions of the Solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.

E. Contractor - A Vendor who has been awarded a Contract.

F. Invitation to Bid – All documents, whether attached or incorporated by reference, utilized for soliciting formal sealed Bids.

G. Offeror – A Vendor who has submitted a proposal in response to a Request for Proposals for Property to be acquired by the State.

H. Property. Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interests in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.

I. Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.

J. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

K. Request for Quotation – The document, form or method generally used for purchases solicited in accordance with small purchase or emergency purchase procedures.

L. Request for Proposals (RFP) – Includes all documents, whether attached or incorporated by reference, utilized for soliciting competitive Proposals and is generally utilized in the acquisition of services or complex purchases.

M. Solicitation – An Invitation To Bid, a Request For Proposals or other document issued by the purchasing activity for the purpose of soliciting Bids, Proposals or Quotations to perform a Contract.

N. State – The state of Idaho including each Agency unless the context implies other state(s) of the United States.

O. Vendor – A person or entity capable of supplying Property to the State.

5. AWARD METHOD: Contracts may only be awarded to the "Lowest Responsible Bidder." The Lowest Responsible Bidder is defined by Idaho Code Section 67-5716(9) as "The responsible bidder whose bid reflects the lowest acquisition price to be paid by the state; except that when specifications are valued or comparative performance examinations are conducted, the results of such examinations and the relative score of valued specifications will be weighed, as set out in the specifications, in determining the lowest acquisition price." When deemed to be in the best interest of the State, and set forth in the Solicitation documents, additional consideration may be given to the elements of discounts, supply location, quality of products or previous service, delivery time, or other elements.

6. ADMINISTRATIVE FEE: In accordance with Paragraph 5 of the State of Idaho Standard Terms and Conditions, Contracts issued through IPRO may be subject to an Administrative Fee of one point two five percent (1.25%) of the awarded value of the Contract, unless otherwise exempt (*See* Paragraph 5, State of Idaho Standard Terms and Conditions).

7. DETERMINATION OF RESPONSIBILITY: The State reserves the right to make reasonable inquiry about or from the submitting Vendor or from third parties to determine the responsibility of a submitting Vendor. Such inquiry may include, but not be limited to, inquiry regarding financial statements, credit ratings, references, potential subcontractors, and past performance. The unreasonable failure of a submitting Vendor to promptly supply any requested information may result in a finding of non-responsibility.

8. SOLICITATION AMENDMENTS: It will be the Vendors' responsibility to check for any amendments to the solicitation document(s) prior to submitting a Bid, Proposal, or Quotation. In the event it becomes necessary to revise any part of the Solicitation, amendment(s) will be made available via IPRO. Information given to one Vendor will be available to all other Vendors if such information is necessary for purposes of submitting a Bid, Proposal or Quotation, or if failure to give such information would be prejudicial to uninformed Vendors.

9. NOTICE OF EFFECTIVENESS: No Contract is effective until the authorized State purchasing official has signed the Contract (which signature may be electronic), and the effective or award date has passed. The Vendor shall not provide any goods or render services until the Contract has been signed by the State purchasing official and the Contract has become effective. Furthermore, the State is in no way responsible for reimbursing the Vendor for goods provided or services rendered prior to the signature by the authorized State purchasing official and the arrival of the effective date of the Contract.

10. ECONOMY OF PREPARATION: If submitting a response to a solicitation, responses should be prepared simply and economically, providing a clear, complete and concise description of the Offeror's capabilities to satisfy the State's requirements.

11. SPECIFICATIONS: Specifications describe the Property the State wants to acquire. Vendors are encouraged to review the specifications closely and present written questions within the time prescribed in the Solicitation to the designated purchasing official. See also Paragraph 14 on Administrative Appeals. The State is prohibited from accepting Property that does not meet the minimum specifications pursuant to Idaho Code Section 67-5726(4) and Section 67-5736.

12. LAWS: The laws governing the State's purchases of goods and services are found in Idaho Code Section 67-5714 through Section 67-5744 and IDAPA 38.05.01 et seq., both available on the Internet at http://purchasing.idaho.gov/rules_and_policies.html. It is the Vendor's responsibility to conform to **ALL** applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Vendors in meeting applicable requirements but is not exhaustive and the State will not be responsible for any failure by any Vendor to meet applicable requirements.

13. PREFERENCE FOR IDAHO SUPPLIERS FOR PURCHASES: Idaho preferences are governed by Idaho Code Section 67-2349 (Reciprocal Preference) and Idaho Code Section 60-101 – 103 (Printing).

14. ADMINISTRATIVE APPEALS: The laws applicable to administrative appeals are set forth at Idaho Code Section 67-5733(1)(a) (Specification Appeals), Idaho Code Section 67-5733(1)(b) (Bid Rejection Appeals), Idaho Code Section 67-5733(1)(c) (Bid Award Appeal), and Idaho Code Section 67-5733(1)(d) (Sole Source Appeal).

15. SUBMISSION FORMS:

A. Manual Submissions – For manually sealed and submitted Bids or Proposals, a submitting Vendor must use the State's supplied signature page (or other binding document as specified) when submitting its Bid or Proposal. The signature page must be manually signed in ink or contain an electronic signature of an authorized agent of the submitting Vendor and returned with the submission package. Manually submitted Bids or Proposals submitted without the signature page or other binding document shall be found nonresponsive and will not be considered. An incomplete, modified or unsigned signature page will be cause for a finding of non-responsiveness. Submissions must be completed either in ink or typewritten. Forms or figures written in pencil are not acceptable. Mistakes should not be erased but may be crossed out and corrections inserted next to the errors and initialed IN INK (or with an electronic signature) by the person signing.

B. Submission Forms – Manual Quotations – For manually submitted Quotations, the submitting Vendor may use any response and submission form authorized by the Request For Quotation, including oral, telephonic, facsimile, e-mail, regular mail or via IPRO.

C. Submission Forms – Electronic – For Vendors using IPRO, proper completion of the electronic forms is required.

D. Submission Forms – Manual or Electronic – Regardless of Submission Form, Vendor warrants by submitting a Bid, Proposal or Quotation that it accepts the State of Idaho Standard Contract Terms and Conditions and the Solicitation Instructions to Vendors, and any Special Terms and Conditions identified in the Solicitation. Additionally, one or more of the following may be applicable:

1. If the Vendor is a corporation, partnership, sole proprietorship or other legal entity, and employs individual persons, by submitting its Bid, Proposal or Quotation, vendor warrants that any Contract resulting from this Solicitation is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract; or

2. If Vendor is a natural person eighteen (18) years of age or older,

a. by submitting its Bid, Proposal or Quotation, warrants that its Bid, Proposal or Quotation is subject to Idaho Code section 67-7903 and, pursuant thereto, by submitting its Bid, Proposal or Quotation, attests, under penalty of perjury, that it is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law; and

b. prior to being issued a Contract, Vendor will be required to submit proof of lawful presence in the United States in accordance with Idaho Code Section 67-7903.

16. BID AND REQUEST FOR PROPOSAL SUBMISSIONS:

A. Manual Submissions – Unless otherwise stated elsewhere in the Solicitation, the submission package or envelope must be **SEALED** and plainly marked in the **LOWER** left corner with the following: (i) the name of the item or service being sought; (ii) opening date and time; and (iii) the Solicitation number. This information is found in the Solicitation document. The submitting Vendor's return address must appear on the envelope or package. Any Bid sheets and the signature page containing an authorized signature must be submitted in a sealed envelope or package. **(Do not respond to more than one Solicitation in the same envelope!)** A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above, and enclosed inside the "Express/Overnight" shipping container or package. No responsibility will attach to the State, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. No oral, telephone, facsimile or late submissions will be considered. All submissions must be received at the physical address designated for courier service and time/date stamped by the purchasing activity prior to the closing date and time. It is the submitting Vendor's responsibility to timely submit its Bid or Proposal in a properly marked envelope, prior to the scheduled closing, for receipt in sufficient time to allow the submission to be time and date stamped **prior to the closing time.**

B. Bid Submissions – Electronic – For Bids or Proposals submitted electronically via IPRO, the submitting Vendor is the individual or entity as it is profiled in IPRO. Vendors submitting electronically must complete all steps in the IPRO submission process prior to the scheduled closing date and time.

C. Late Submissions – It is the submitting Vendor's responsibility to ensure that its Bid, Quotation, or Proposal is delivered or electronically submitted to the place designated for receipt prior to the specified closing time. Late submissions will not be considered under any circumstances. The official time used in the receipt of manual submissions is determined by the automatic time/date stamp located at the physical address designated for receipt of Bids, Quotations or Proposals. Electronic submissions will use IPRO's time to determine receipt time. No responsibility will be assumed for delays in the delivery of mail by the U.S. Post Office, private couriers, the intra-State mail system, or for the failure of any computer or electronic equipment. Submitting Vendors are advised that the intra-State mail system may increase delivery time from Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL NOT BE ACCEPTED, AND WILL BE RETURNED TO THE SUBMITTING VENDOR. NO DEVIATIONS WILL BE ALLOWED.**

17. TABULATION INFORMATION:

Manual/Electronic Opening – Electronic and manually distributed Solicitations will contain detailed information regarding closing/opening dates and times. Vendors may attend openings of manually submitted Solicitations at the place, date, and time specified on the Solicitation. At that time, for Bids, the names of Bidders and Bid amount will be announced. For Proposals, only the names of the Offerors will be announced. No other information will be disclosed at that time. Individuals may request tabulation information when it becomes available. No tabulation information will be given over the phone.

18. TERMS AND CONDITIONS OF ENSUING CONTRACT: Any ensuing Contract will be governed by the *State of Idaho Standard Contract Terms and Conditions*, any applicable Special Terms and Conditions and, if applicable, any negotiated provisions, all as specified in the Solicitation. Unless otherwise identified in the Solicitation, no additional or supplemental terms and conditions submitted by the submitting Vendor as part of its response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to the Solicitation and any ensuing Contract. If additional or supplemental terms and conditions, either intentionally or inadvertently appear separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that *the State of Idaho Standard Contract Terms and Conditions* and any Special Terms and Conditions in the Solicitation are the only conditions applicable to the Solicitation and any ensuing Contract and the submitting Vendor's authorized signature affixed to the signature page form attests to this. If you condition your Bid or Proposal on such additional terms and conditions, your Bid or Proposal will be deemed nonresponsive. **IF YOU HAVE QUESTIONS OR CONCERNS REGARDING THE STATE'S TERMS AND CONDITIONS, ADDRESS THEM IN WRITING TO THE DESIGNATED PURCHASING OFFICIAL WITHIN THE TIME PERIOD PRESCRIBED PRIOR TO THE SOLICITATION CLOSING DATE.**

19. PRE-OPENING SOLICITATION WITHDRAWALS OR MODIFICATION:

A. Manual – Manual submissions may be withdrawn or modified only as follows: Bids or Proposals may be withdrawn or modified prior to the closing by written communication signed by the submitting Vendor. Bids or Proposals may be withdrawn prior to closing in person upon presentation of satisfactory evidence establishing the individual's authority to act on behalf of the submitting Vendor. Any withdrawing or modifying communication must clearly identify the Solicitation. A modifying letter should be worded so as **NOT** to reveal the amount.

B. Pre-Opening Solicitation Withdrawals – Electronic – A submitting Vendor using IPRO may withdraw a previously submitted Solicitation response at any time prior to the closing by submitting another response with a zero unit price for each affected line item of the Solicitation and inserting the words "WITHDRAWAL OF PREVIOUSLY SUBMITTED BID" in the comments field for each affected line item or may select the "INTENTIONAL NO BID" checkbox in IPRO.

C. Pre-Opening Solicitation Modification – Electronic – A submitting Vendor using IPRO may modify or change a previously submitted Solicitation response at any time prior to the closing by amending its solicitation response in IPRO and resubmitting (i.e. adding or removing attachments, modifying pricing, etc.).

20. REJECTION OF BIDS AND PROPOSALS AND CANCELLATION OF SOLICITATION:

A. Prior to the issuance of a Contract, the State shall have the right to accept or reject all or any part of a Bid, Proposal or Quotation or any and all Bids, Proposals and Quotations when: (i) it is in the best interests of the State; (ii) the Bid, Proposal or Quotation does not meet the minimum specifications; (iii) the Bid, Proposal or Quotation is not the lowest responsible Bid, Proposal or Quotation; (iv) a finding is made based upon available evidence that a submitting Vendor is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill Contract requirements; or (v) the item offered deviates to a major degree from the specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the Solicitation requirements). Deviations will be considered major when such deviations appear to frustrate the competitive Solicitation process or provide a submitting Vendor an unfair advantage.

B. Prior to the issuance of a Contract, the State shall have the right to reject all Bids, Proposals, or Quotations or to cancel a Solicitation. Cancellation may be for reasons that include, but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) Property is no longer required; (iv) there is a change in requirements; (v) all submissions are deemed unreasonable or sufficient funds are not available; (vi) Bids, Proposals or Quotations were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the Solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the State.

21. BURDEN OF PROOF: It shall be the responsibility and burden of the submitting Vendor to furnish, with its original submission, unless otherwise provided in the Solicitation, sufficient data for the State to determine whether or not the property offered conforms to the specifications.

22. ALTERNATE BIDS: Multiple bids submitted by a single submitting Vendor, or a submitting Vendor's alternate bids, **WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.**

23. DISCOUNTS: Discounts, when applicable, shall be shown in a single net percentage figure (e.g. 57-1/4% instead of 50, 10, and 5 percent). **DISCOUNTS FOR PROMPT PAYMENT WILL BE ACCEPTED BUT CANNOT BE USED IN DETERMINING THE LOWEST BID.**

24. UNIT PRICES GOVERN: Unit prices shall govern. IMPORTANT: Prices must be given in the "unit of measure" required in the Solicitation. Example: If the Solicitation requires an item by the "piece," submit pricing by the "piece." If the Solicitation requires an item by the "foot," submit pricing by the "foot."

25. FIRM PRICES: The submitting Vendor agrees that its Bid, Quotation or Proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing date, unless otherwise identified in the Solicitation. No Bid, Quotation or Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the date and time of closing, no price change will be allowed, unless otherwise stated in the Solicitation. All Bids, Quotations and Proposals must be in U.S. Dollars.

26. ORAL INFORMATION: Questions concerning a Solicitation must be directed in writing to the designated purchasing official in the period of time prescribed in the Solicitation. Bids, Proposals, or Quotations deviating from the specifications by any means other than that which is allowed by an amendment to the Solicitation written and issued by the State will be subject to rejection. The State will not be responsible for any verbal or oral information given to Vendors by anyone other than an authorized purchasing official who has provided information in writing. Reliance on any oral representation is at the Vendor's sole risk.

27. GOVERNMENTAL USE ONLY: Unless otherwise noted in the Solicitation, all purchases made pursuant to the Solicitation are for the internal use of government only and will not be resold to the general public at retail. Upon request, the State will issue a certification that all purchases made pursuant to the Solicitation are intended for the internal use of government and will not be resold to the general public at retail.

28. PUBLIC RECORDS:

A. The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the state of Idaho) regardless of the physical form or character. All, or most, of the information contained in your response to the State's Solicitation will be a public record subject to disclosure under the Public Records Law. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. If you consider any material that you provide in your Bid, Proposal or Quotation to be a trade secret, or otherwise protected from disclosure, you **MUST** so indicate by marking as "exempt" **EACH PAGE** containing such information. Marking your entire Bid, Proposal or Quotation as exempt is not acceptable or in accordance with the Solicitation or the Public Records Law and **WILL NOT BE HONORED.** In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable or in accordance with the Public Records Law and **WILL NOT BE HONORED.** Prices that you provide in your Bid, Proposal or Quotation are not a trade secret. The State, to the extent allowed by law and in accordance with these Solicitation Instructions, will honor a designation of nondisclosure. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel **PRIOR TO SUBMISSION** of your Bid, Proposal or Quotation.

B. If your Bid, Proposal or Quotation contains information that you consider to be exempt, you must also submit an electronic redacted copy of the Bid, Proposal or Quotation with all exempt information removed or blacked out. The State will provide this redacted Bid, Proposal or Quotation to requestors under Idaho Code Sections 355 et seq. Submitting Vendors must also:

1. Identify with particularity the precise text, illustration, or other information contained within each page marked "exempt" (it is not sufficient to simply mark the entire page). The specific information you deem "exempt" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as "exempt."

2. Provide a separate document with your Bid, Proposal or Quotation entitled "List of Redacted Exempt Information," which provides a succinct list of all exempt material noted in your Bid, Proposal or Quotation. The list must be in the order in which the material appears in your Bid, Proposal or Quotation, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text or other information; or in a manner otherwise sufficient to allow the State to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.

C. Vendor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor's failure to designate individual documents as exempt. The Vendor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Vendor, the Vendor shall provide the legal defense for such claim.

29. LENGTH OF CONTRACT: Pursuant to Idaho Code Section 67-5717(9), the State may enter into Contracts, including leases and rentals, for periods of time exceeding one (1) year provided that such Contracts contain no penalty to or restriction upon the State in the event cancellation is necessitated by a lack of financing for any such Contract or Contracts.

30. LEASE-PURCHASE OPTIONS: Idaho Code Section 67-5721 reads, in part, as follows: "Any exercise of an option to acquire (goods, services, parts, supplies and equipment), or any other procedure which shall serve to pass title to the state where no passage of title existed before, shall be deemed to be a new acquisition and prior to execution all applicable provisions and procedures of this chapter [67-5714 through 67-5744] shall be exercised." (NOTE: This provision is NOT applicable to time purchase or installment purchase Contracts).

EXHIBIT B – STATEMENT OF WORK

RFP16000145 Data Breach and Credit Monitoring Services

B1 CONTRACT ADMINISTRATION

B1.1 Contract Manager

The Contractor must provide a Contract Manager as the single Point of Contact (POC) for management of the NASPO ValuePoint Master Agreement, administered by the State of Idaho.

B1.2 Participating Entity Point of Contact

The Contractor must provide a single POC for each Participating Entity. The POC must be available during the regular business hours of the assigned Participating Entity. The Contractor may assign the same POC to more than one Participating Entity.

B1.3 Annual Conference

The Lead State may require an annual conference with the Contractor to review contract issues and/or Contractor performance. Conferences may be held in Boise, Idaho or by conference call, at the option of the Lead State.

B2 SERVICE ACTIVATION

B2.1 A Participating Entity may decide, in its sole discretion, to begin using the services described in the Master Agreement at any time during the term of the Master Agreement and Participating Addendum.

B2.2 A Participating Entity may elect to use a limited selection of services rather than all services provided under this RFP. For example, a Participating Entity may activate Call Center and Credit Monitoring/Identity Theft Monitoring Services but not Notification Services.

B2.3 It is anticipated that a Participating Entity would elect to activate services upon a Triggering Event; however:

B2.3.1 Participating Entities shall not be required to activate services under any circumstances; and

B2.3.2 Participating Entities may activate services at any time.

B2.4 Each Participating Entity has sole discretion to determine if and when it will activate services and to define the eligibility requirements for Eligible Persons to register for the services provided under the Master Agreement and Participating Addendum.

B2.5 Activation of services shall commence upon written notification to the Contractor by a Participating Entity.

B2.5.1 The Participating Entity will provide the Contractor with a list of Eligible Persons as detailed in Paragraph B5.1.1.

B2.5.2 The Participating Entity may provide a Frequently Asked Question (FAQ) script to ensure Contractor staff provide consistent responses to inquiries about the Triggering Event. When an FAQ is provided by the Participating Entity, the Contractor shall direct Contractor staff in its use.

B3 NOTIFICATIONS TO AFFECTED INDIVIDUALS

B3.1 States have unique rules governing the need to notify affected persons of Triggering Events, including content and timing requirements.

B3.2 Upon award of a Master Agreement and execution of Participating Addenda, the Contractor must work with each Participating Entity to develop a sample Notification Plan and template based on each Participating Entity's requirements in order to facilitate timely notification in the event of a Triggering Event.

B3.2.1 The Notification Plan may include information including but not limited to:

- An overview of the Participating Entity's requirements;
- A general timeline for the Participating Entity notifying the Contractor of the Triggering Event, the Participating Entity providing information to the Contractor, and the Participating Entity determining whether or not the Contractor will send notifications to affected persons;
- A template notification that Contractor may send to affected persons, or customize for a specific Triggering Event, at the option of the Participating Entity;
- A general timeline for the Participating Entity approving the draft notification and the Contractor sending the notifications; and
- The Participating Entity's selected method of sending notifications.

B3.2.2 The Notification Plan and template must be approved by the Participating Entity and in place within sixty (60) days of execution of the Participating Addendum. If a Triggering Event occurs prior to the development and approval of a Notification Plan and template, the Contractor must immediately work with the Participating Entity to make the required timely notifications.

B3.3 Upon notification by a Participating Entity that a Triggering Event has occurred which requires notifications, and at the option of the Participating Entity, the Contractor must prepare, print, and send all notifications via the delivery method specified by the Participating Entity.

B3.3.1 The Participating Entity shall provide written approval of any notice prior to it being sent.

B3.3.2 The Participating Entity shall provide a list of names and address, in Microsoft Excel or another mutually agreeable file format, of persons to whom the notification must be sent.

B3.3.3 The Contractor must mail notifications within the timeframe required by the Participating Entity's laws and regulations.

B3.4 The Contractor shall only use the contact information provided by the Participating Entity to send the required notifications, unless the Participating Entity agrees in writing to allow the Contractor to send additional materials or make additional contact.

B4 GENERAL CALL CENTER

B4.1 The Contractor must provide a general call center that may be reached via toll free number twenty-four hours per day, seven days per week (24x7), every day of the year.

B4.2 The Contractor must provide a dedicated phone number for each individual Triggering Event.

B4.3 Staff at the call center must answer general questions regarding services, eligibility, and enrollment in a courteous and professional manner, using the FAQ script, if provided by the Participating Entity.

B5 CREDIT MONITORING/IDENTITY THEFT PROTECTION

The Contractor must provide the following minimum products and services to all Active Participants:

B5.1 Enrolling Eligible Persons

B5.1.1 When a Participating Entity notifies the Contractor that it wishes to activate services, the Participating Entity will provide a list including names and addresses of all Eligible Persons.

B5.1.2 The Contractor must begin enrolling Eligible Persons who choose to become Active Participants as soon as it receives the list described in Paragraph B5.1.1.

B5.1.3 At a minimum, the Contractor must provide Eligible Persons the option to enroll via phone, mail, and website.

B5.1.4 The Contractor shall not require Active Participants to provide any information beyond the information typically required and reasonably necessary to provide the Contract Services.

B5.1.5 The Contractor shall not automatically subscribe or enroll Active Participants in follow-on services, require Active Participants to enroll in follow-on services, or imply that follow-on services are otherwise required by Active Participants. Follow-on services are any additional services offered by the Contractor that are not included in the Master Agreement or Participating Addendum.

B5.1.6 Contractor must terminate services to each Active Participant at the end of each Enrollment Term as defined in Paragraph B5.2. There must not be an automatic renewal of the service to the Active Participant. Contractor must notify each Active Participant in writing of the upcoming service termination no later than one (1) month before the expiration of the services provided.

B5.2 Enrollment Term

Eligible Persons that elect to become Active Participants shall receive Credit Monitoring/Identity Theft Monitoring and Alerts/Notifications for a period of one (1) year. The Participating Entity may elect to provide Active Participants services for additional period(s) of not less than one (1) year each.

B5.3 Credit Monitoring

The Contractor must provide daily monitoring of one (1) or three (3) of the three (3) major credit bureaus, depending on the level of services elected by the Participating Entity. Contractor must monitor for activity including, but not limited to, new lines of credit and credit inquiries.

B5.4 Identity Theft Monitoring

The Contractor must provide monitoring designed to detect theft of an Active Participant's identity. Examples of such monitoring include, but are not limited to: monitoring of new accounts, public records, address changes, non-credit/payday loans, and scanning of underground/black market websites for use of PII.

B5.5 **Alerts/Notifications**

The Contractor must provide alerts/notifications to Active Participants related to anomalous or suspicious activities identified by the Contractor through Contractor's Credit Monitoring and Identity Theft Monitoring. Contractor must notify Active Participants via the notification method identified by the Active Participant within twelve (12) hours or less of identifying the activity.

B5.6 **Identity Theft Restoration Assistance**

B5.6.1 The Contractor must provide Identity Theft Restoration Assistance to any Active Participant who becomes a victim of identity theft while enrolled in Credit Monitoring/Identity Theft Monitoring services, even if the identity theft is not discovered until after the Credit Monitoring/Identity Theft Monitoring services have expired.

B5.6.2 At a minimum, the Contractor must:

B5.6.2.1 Provide access to a contact center available 24x7, every day of the year, that can provide identity theft resolution customer care services. Individuals staffing this contact center must be trained and experienced in assisting customers with understanding their credit reports and restoring their credit; automated responses will not satisfy this requirement.

B5.6.2.2 Review occurrences of identity theft and provide an initial course of action within forty-eight (48) hours of the report of the occurrence.

B5.6.2.3 Provide one-on-one counseling to assist Active Participants with resolving any identity theft problems, such as contacting the Active Participant's creditors and others in order to resolve the identity theft problem on the Active Participant's behalf.

B5.6.3 Contractor must continue providing restoration assistance until Contractor and Active Participant agree that the identity theft issues have been resolved or the Contractor has exhausted the $1,000,000.00 insurance policy (see Paragraph B5.7).

B5.7 **Identity Theft Insurance**

The Contractor must provide insurance to all Active Participants for loss due to identity theft, which meets the following minimum requirements:

B5.7.1 Not less than one million dollars ($1,000,000) in coverage for each Active Participant.

B5.7.2 Coverage for at least the following losses which result solely from the theft of the individual's identity:

B5.7.2.1 Costs associated with re-filing applications for loans, grants, etc. that were denied because of the identity theft;

B5.7.2.2 Costs for notarizing affidavits, long-distance calls, and postage required to restore the individual's identity; and

B5.7.2.3 Costs for six (6) credit reports within the twelve (12) months following the theft.

B5.7.2.4 Lost wages resulting from the need to take time off from work in order to engage in identity restoration activities. Lost wages includes reimbursement of paid time off (e.g. vacation, annual leave, etc.) taken for the purpose of engaging in identity restoration activities.

B5.7.2.5 Legal Fees incurred in the defense of a civil suit against the Active Participant for non-payment which suit resulted from the identity theft, or for removal of a judgment against the Active Participant that resulted from the identity theft.

B5.7.3 In the event Contractor's underlying policy for identity theft insurance is terminated, Contractor must notify all Active Participants and must have another policy of equal value in place immediately upon termination to ensure that no coverage gaps exist.

B5.7.4 Identity Theft Insurance requirements extend to any identity theft that occurs while the Active Participant is enrolled, even if the identity theft is not discovered until after the Credit Monitoring/Identity Theft Monitoring services have expired.

B6 CUSTOMER SERVICE

B6.1 The Contractor must provide the highest quality of customer service to each Eligible Person and Active Participant. All customer service representatives must treat all Eligible Persons and Active Participants with respect and offer assistance in resolving any issues, concerns, or complaints.

B6.2 If the customer service representative cannot adequately address the concerns of an Eligible Person or Active Participant, the concern must be elevated according to the agreed-upon Service Level Agreement.

B6.3 Contractor must, at a minimum, provide the following:

B6.3.1 Resources to assist Eligible Persons and Active Participants in a manner consistent with the agreed-upon SLA; and

B6.3.2 Support centers and customer support personnel located within the United States.

B7 SECURITY OF INFORMATION

B7.1 The Contractor must have security measures in place to ensure that information regarding Eligible Persons and Active Participants will not be compromised through a breach of the Contractor's system.

B7.2 The Contractor must notify the Participating Entity of any suspected or actual breach of the Participating Entity's or Active Participants' data immediately upon discovery.

B7.3 All information regarding Eligible Persons and Active Participants, whether obtained from the Participating Entity, from Eligible Persons, or through performance of the services under the Master Agreement, must be kept confidential and secure in a manner that meets or exceeds the AICPA SOC2 standards, available at: http://www.aicpa.org/interestareas/frc/assuranceadvisoryservices/pages/aicpasoc2report.aspx. The Contractor must be able to provide the Lead State with the results of the SOC2 type 2 or equivalent audit of its development and operational practices, conducted within the last two (2) years and

including all management comments and plans to correct identified deficiencies. If the Contractor has not yet completed a SOC2 type 2 or equivalent audit, the Contractor must inform the Lead State of the date when the results will be provided, not more than six (6) months following Contract award. The Contractor must continue to complete SOC2 type 2 or equivalent audits at least one (1) time every two (2) years throughout the term of the Master Agreement.

B7.4 Upon the expiration of the Enrollment Term between Contractor and an Active Participant, the Contractor must dispose of all of the Active Participant's information by a secure method.

B7.5 Contractor shall not sell, use, or share such information for any purpose except in providing services under the Master Agreement.

B8 REPORTING

B8.1 Monthly Usage Reports

The Contractor must provide monthly usage reports to Participating Entities that have activated services. Usage reports must contain the following information:

B8.1.1 Number of Active Participants (including type of service);

B8.1.2 Aggregate count of Active Participants;

B8.1.3 Number of credit monitoring alerts issued by type;

B8.1.4 Number of identity theft alerts issued by type;

B8.1.5 Number and types of corrective action(s) taken for identify theft protection and identity theft resolution;

B8.1.6 Number of telephone calls from either Eligible Persons or Active Participants (separately identified) answered by the Contractor's call centers;

B8.1.7 Average "wait time" experienced by callers before speaking to Contractor's representatives; and

B8.1.8 Number of Identity Theft Insurance claims filed by Active Participants.

B8.2 Ad Hoc Reporting

Upon request by the Participating Entity, the Contractor must provide ad hoc reporting. Unless prohibited by law, requested data may include, but not be limited to: names, addresses, and email addresses of Active Participants.

B8.3 All reports must be submitted in a format acceptable to the Participating Entity.

EXHIBIT C – NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

RFP16000145 Data Breach and Credit Monitoring Services

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");
(2) NASPO ValuePoint Master Agreement;
(3) A Purchase Order issued against the Master Agreement;
(4) The RFP, including all Exhibits and Amendments; and
(5) Contractor's response to the Solicitation.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products (as defined below to include services).

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to later participate in the Master Agreement

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

3. Term of the Master Agreement

The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for three (3) additional renewal periods of one (1) year each at the Lead State's discretion and by mutual written agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State. The Lead State may issue unilateral amendment to the Master Agreement to make administrative changes, when necessary.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least one-hundred-twenty (120) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by the Lead State upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or

its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or
(2) A material breach of any term or condition of this Master Agreement; or
(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and
(2) Terminate this Master Agreement and any related Contracts or portions thereof; and
(3) Impose liquidated damages as provided in this Master Agreement; and
(4) Suspend Contractor from being able to respond to future bid solicitations; and
(5) Suspend Contractor's performance; and
(6) Withhold payment until the default is remedied.

d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. [RESERVED]

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

a. Indemnification of the Lead State is governed by Section 12, State of Idaho Standard Contract Terms and Conditions. Otherwise, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities other than the Lead State, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. Indemnification of the Lead State is governed by Section 24, State of Idaho Standard Contract Terms and Conditions. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities other than the Lead State, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

It is distinctly and particularly understood and agreed between the parties to the Contract that the Participating Entities do not perform any service under the Master Agreement on behalf of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of the Master Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of the Master Agreement, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the Lead State and any Participating Entity harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance of any Order under the Master Agreement. The Contractor will maintain any

applicable worker's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certificate of worker's compensation insurance may, at a Participating Entity's option, result in termination of the Master Agreement or in a price adjustment to cover the cost of providing any necessary worker's compensation insurance. Participating Entities do not assume liability as an employer.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

a. These insurance requirement supplement the RFP Exhibit B, section B5.7 requirements for Identity Theft Insurance. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, also maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Except for Professional Liability and Cyber Liability insurance, coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $2 million per occurrence/$4 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation and Employers Liability Insurance requirements;

(3) Professional Liability (Errors and Omissions) covering negligent acts, errors or omissions with a limit of not less than $5 million per claim. Coverage must include twenty-four (24) months of "claims-made" or "tail coverage" following termination of the Master Agreement.

(4) Cyber Liability covering third-party liability including at least the following expenses: cost of notifying affected parties, cost of providing credit monitoring to affected parties, cost of public relations consultants, regulatory compliance costs, costs to pursue indemnity rights, costs to

analyze the insured's legal response obligations, costs of defending lawsuits, judgments and settlements, regulatory response costs, costs of responding to regulatory investigations, and costs of settling regulatory claims. Cyber Liability coverage must have a limit of not less than $5 million per claim. Coverage must include twenty-four (24) months of "claims-made" or "tail coverage" following termination of the Master Agreement.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for services being ordered; and
(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or

amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as

shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

27. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under this Master Agreement

shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity billing information; (4) incident number; (5) order date; (6) invoice date and number; (7) service category; (8) unit price, quantity, total price; and (9) NASPO ValuePoint Administrative Fee. The report shall be submitted in a form to be agreed upon in the Master Agreement; the Lead State reserves the right to add or update the required data. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Inspection and Acceptance of Services

A Purchasing Entity has the right to inspect services in a reasonable time and manner. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity my require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

29. – 31. [Reserved]

32. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. NASPO ValuePoint eMarket Center

In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information.
At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

(June 2015)

EXHIBIT D – STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

RFP16000145 Data Breach and Credit Monitoring Services

1. DEFINITIONS: Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716 or IDAPA 38.05.01.011.

A. Agency. All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.

B. Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.

C. Contract - Any state written agreement, including a solicitation or specification documents and the accepted portions of the solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.

D. Contractor – A Vendor who has been awarded a Contract.

E. Property – Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interest in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.

F. Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.

G. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

H. Solicitation – An Invitation to Bid, a Request for Proposals, or a Request for Quotation issued by the purchasing activity for the purpose of soliciting Bids, Proposals, or Quotes to perform a Contract.

I. State – The state of Idaho including each Agency unless the context implies other state(s) of the United States.

J. Vendor – A person or entity capable of supplying Property to the State.

2. TERMINATION: The State may terminate the Contract (and/or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

3. RENEWAL OPTIONS: Notwithstanding any other provision in the Contract limiting or providing for renewal of the Contract, upon mutual, written agreement by the parties, the Contract may be extended under the same terms and conditions for the time interval equal to the original contract period, or for such shorter period of time as agreed to by the parties.

4. PRICES: Prices shall not fluctuate for the period of the Contract and any renewal or extension unless agreed to in writing by the State. Unless otherwise specified, prices include all costs associated with delivery to the FOB Destination address identified in the Solicitation, as provided in Paragraph 17, Shipping and Delivery, below.

5. ADMINISTRATIVE FEE:

A. Application of Administrative Fee:

1. All Purchase Orders (PO) and Contract Purchase Orders (CPO) issued through the Idaho eProcurement System (IPRO) shall be subject to an Administrative Fee of one and one-quarter percent (1.25%) of the awarded value of the Contract, unless the PO or CPO is exempt, as described in Paragraph B, below.

2. All Blanket Purchase Orders (BPO) and Statewide Blanket Purchase Orders (SBPO) shall be subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the Contract (unless the BPO or SBPO is exempt), as follows:

a. The prices to be paid by the State (the price BID by Contractor) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of Contractor's net sales to the Agency for one quarter = $10,000, Contractor would remit $10,000 x 0.0125 = $125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

b. Contractor will furnish detailed usage reports as designated by the State. In addition to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract to purchasing@adm.idaho.gov, utilizing the State's Summary Usage Report Form.

c.

Reporting Time Line (Fiscal Year Quarters):		Fee and Report Due:
1st Quarter	July 1 - Sept 30	October 31st
2nd Quarter	Oct 1 - Dec 31	January 31st
3rd Quarter	Jan 1 - Mar 31	April 30th
4th Quarter	Apr 1 - Jun 30	July 31st

3. Unless otherwise exempt, the Administrative Fee will apply to all Awards issued through IPRO, regardless of how Contractor submits its response to the solicitation (i.e. manual (paper) or electronic via IPRO).

4. A Contractor's failure to consider the Administrative Fee when preparing its Solicitation response shall not constitute or be deemed a waiver by the State of any Administrative Fees owed by Contractor to the State as a result of an Award issued through IPRO.

B. Administrative Fee Exemptions:

1. Notwithstanding any language to the contrary, the Administrative Fee will not apply to Contracts with an original awarded value of $100,000 or less.

2. The Administrative Fee will not apply to Contracts issued through IPRO without a competitive solicitation, e.g. Emergency Procurements (EPA), Sole Source Procurements (SSA), Exempt Purchases (EXPO), or awards issued under Delegated Purchase Authority (DPA).

3. The Administrator of the Division of Purchasing may also exempt a specific solicitation or class of solicitations from the Administrative Fee requirement.

C. Payment of Administrative Fee:

Contractor will remit the Administrative Fee to the Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075, as follows:

1. POs and CPOs with a firm delivery date: The Division of Purchasing will invoice Contractor for the Administrative Fee on or after the delivery date provided in the Contract, with payment due thirty (30) calendar days after receipt of invoice.

2. POs and CPOs with a contract start and end date: The Division of Purchasing will invoice Contractor on either a quarterly, monthly or "per payment" basis; or may offer Contractor a prepayment option. Payment will be due thirty (30) calendar days after receipt of each invoice.

3. BPOs and SBPOs: Contractor will remit the Administrative Fee and Report for the prior quarter based on the schedule outlined in Paragraph 2.c., above.

D. Refund of Administrative Fee: In the event that a Contract is cancelled by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or

returned when an item is rejected or returned, or declined, or the Contract cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. If, for any other reason, the Contractor is obligated to refund to the State all or a portion of the State's payment to the Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

E. Failure to Remit Administrative Fees: If a Contractor fails to remit the Administrative Fee, as provided above, the State, at its discretion, may declare the Contractor in default; cancel the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; exclude Contractor from participating in future solicitations; and/or suspend Contractor's IPRO account.

6. CHANGES/MODIFICATIONS: Changes of specifications or modification of the Contract in any particular can be affected only upon written consent of the State, and after any proposed change or modification has been submitted in writing, signed by the party proposing the change. Additionally, the State may issue unilateral amendments to the Contract to make administrative changes, when necessary.

7. CONFORMING PROPERTY: The Property shall conform in all respects with the requirements of the State's Solicitation. In the event of nonconformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods or services. Additionally, upon notification by the State, the Contractor shall pay all costs for the removal of nonconforming Property from State premises.

8. OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE: In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with the Contract.

9. CONTRACT RELATIONSHIP: It is distinctly and particularly understood and agreed between the parties to the Contract that the State is in no way associated or otherwise connected with the performance of any service under the Contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of the Contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of the Contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under the Contract. The Contractor will maintain any applicable worker's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certificate of worker's compensation insurance may, at the State's option, result in cancellation of the Contract or in a contract price adjustment to cover the State's cost of providing any necessary worker's compensation insurance. The Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the state of Idaho, as evidence that the Contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. The State does not assume liability as an employer.

10. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: The Contractor is bound to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for Contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into the Contract. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to the Contract.

11. TAXES: The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes

incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

12. INDEMNIFICATION: Contractor shall defend, indemnify and hold harmless the State from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under the Contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State.

13. CONTRACT NUMBERS: The Contractor shall clearly show the State's Contract number or Purchase Order number on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

14. CONTRACTOR RESPONSIBILITY: The Contractor is responsible for furnishing and delivery of all Property included in the Contract, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including all warranty issues and payment of charges resulting from the use or purchase of Property.

15. SUBCONTRACTING: Unless otherwise allowed by the State in the Contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of the Contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any responsibility under the Contract. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by Contractor's subcontractor. Subcontractor(s) must maintain the same types and levels of insurance as that required of the Contractor under the Contract; unless the Contractor provides proof to the State's satisfaction that the subcontractor(s) are fully covered under the Contractor's insurance, or, except as otherwise authorized by the State.

16. COMMODITY STATUS: It is understood and agreed that any item offered or shipped shall be new and in first class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the State in the Solicitation. Demonstrators, previously rented, refurbished, or reconditioned items are not considered "new" except as specifically provided in this section. "New" means items that have not been used previously and that are being actively marketed by the manufacturer or Contractor. The items may contain minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer's new product standards. The items must have the State as their first user and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new item warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor for the period of time required by other specifications or for the standard manufacturer or warranty provided by the Contractor, whichever is longer.

17. SHIPPING AND DELIVERY: Unless otherwise required in the Contract, all orders will be shipped directly to the Agency that placed the order at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. Unless otherwise specified in the Contract, deliveries shall be made to the Agency's receiving dock or inside delivery point, such as the Agency's reception desk. The Contractor shall deliver all orders and complete installation, if required, within the time specified in the Contract. Time for delivery commences at the time the order is received by the Contractor.

18. ACCEPTANCE: Unless otherwise specified in the Contract:

A. When the Contract does not require installation, acceptance shall occur fourteen (14) calendar days after delivery, unless the State has notified the Contractor in writing that the product delivered does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

B. When the Contract requires installation, acceptance shall occur fourteen (14) calendar days after completion of installation, unless the State has notified the Contractor in writing that the products(s) delivered does not meet the State's specification requirements, that the product is not installed correctly or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

C. When the Contract requires the delivery of services, acceptance shall occur fourteen (14) calendar days after delivery of the services, unless the State has notified the Contractor in writing that the services do not meet the State's requirements or otherwise fail to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

19. RISK OF LOSS: Risk of loss and responsibility and liability for loss or damage will remain with Contractor until acceptance, when responsibility will pass to the State with the exceptions of latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under the Contract.

20. INVOICING: ALL INVOICES are to be sent directly to the **AGENCY TO WHICH THE PROPERTY IS PROVIDED**, unless otherwise required by the Contract. The Contract number is to be shown on all invoices. Invoices must not be sent to the Division of Purchasing unless required by the Contract.
21. ASSIGNMENTS: Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-5726[1]).

Notwithstanding the foregoing, and to the extent required by applicable law (including Idaho Code Section 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible State procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The State may treat violation of this provision as an event of default.

22. PAYMENT PROCESSING: Idaho Code Section 67-5735 reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered." Payments shall be processed within the timeframes required by I.C. § 67-5735 unless otherwise specified in the Contract.

23. COMPLIANCE WITH LAW, LICENSING AND CERTIFICATIONS: Contractor shall comply with ALL requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by Contractor pursuant to the Contract. For the duration of the Contract, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

24. PATENTS AND COPYRIGHT INDEMNITY:

A. Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under the Contract. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the State of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.

B. Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the specifications; or (iii) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the specifications.

C. Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.

25. CONFIDENTIAL INFORMATION: Pursuant to the Contract, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Such Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information

only in the performance of its services under the Contract and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. Confidential Information shall be returned to the State upon termination or expiration of the Contract.

Confidential Information shall not include data or information that:

A. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;

B. Becomes generally available to the public other than as a result of disclosure by Contractor; or

C. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

26. USE OF THE STATE OF IDAHO NAME: Contractor shall not, prior to, in the course of, or after performance under the Contract, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State.

27. TERMINATION FOR FISCAL NECESSITY: The State is a government entity and it is understood and agreed that the State's payments under the Contract shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time. The State reserves the right to terminate the Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event that funds are no longer available to support the Contract, as described herein, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. In the event of early Contract termination under this section, the State will collect all Contractor-owned equipment and accessory items distributed under the Contract within thirty (30) calendar days of Contract termination. Items will be collected at a central (or regional) location(s) designated by the State. Contractor will be responsible for all costs associated with packaging and removing all Contractor-owned items from the State-designated location(s), which must be completed within thirty (30) calendar days of written notification from the State. If Contractor fails to remove its items within that time period, the State may charge Contractor for costs associated with storing the items; and may otherwise dispose of the items as allowed by applicable law. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience.

28. PUBLIC RECORDS:

A. Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

B. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

29. NOTICES: Any notice which may be or is required to be given pursuant to the provisions of the Contract shall be in writing and shall be hand delivered, sent by facsimile, email, prepaid overnight courier or United States' mail as follows:

A. For notice to the State, the address, phone and facsimile number are:

State of Idaho
Division of Purchasing
650 W State Street – Room B15
P.O. Box 83720
Boise, ID 83720-0075
208-327-7465 (phone)
208-327-7320 (fax)

Additionally, for notice to the State, the email address to use is the email address identified in the Contract, courtesy copied to purchasing@adm.idaho.gov.

B. For notice to the Contractor, the address, facsimile number or email address shall be that contained on the Contractor's Bid, Proposal or Quotation (including, for any Bid, Proposal or Quotation submitted electronically through IPRO, the address, facsimile number or email address in the profile under which the Contractor submitted its Bid, Proposal or Quotation). Notice shall be deemed delivered immediately upon personal service, facsimile transmission (with confirmation printout), email (with printout confirming sent) the day after deposit for overnight courier or forty-eight (48) hours after deposit in the United States' mail. Either party may change its address, facsimile number or email address by giving written notice of the change to the other party.

30. NON-WAIVER: The failure of any party, at any time, to enforce a provision of the Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of the Contract, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

31. ATTORNEY FEES: In the event suit is brought or an attorney is retained by any party to the Contract to enforce the terms of the Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies; however, the State's liability is limited to that which is identified in the Idaho Tort Claims Act, Idaho Code Section 6-9 et seq.

32. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS: Contractor warrants that the Contract is subject to Executive Order 2009-10 http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

33. FORCE MAJEURE: Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of either party, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay.

34. PRIORITY OF DOCUMENTS: The Contract consists of and precedence is established by the order of the following documents:

1. The State's Blanket Purchase Order, Statewide Blanket Purchase Order, Contract Purchase Order, Purchase Order, or Participating Addendum;

2. The Solicitation; and

3. Contractor's Bid, Proposal or Quotation as accepted by the State.

The Solicitation and the Contractor's Bid, Proposal or Quotation accepted by the State are incorporated into the Contract by this reference. The parties intend to include all items necessary for the proper completion of the Contract's requirements. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in

the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from the terms in the Solicitation, the terms and conditions in the Solicitation shall apply. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation supplement the terms and conditions in the Solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the Division of Purchasing in writing.

35. ENTIRE AGREEMENT: The Contract is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from those specifically stated in the Contract, the terms and conditions of the Contract shall apply. In the event of any conflict between the State of Idaho Standard Contract Terms and Conditions and any Special Terms and Conditions in the Contract, the Special Terms and Conditions will govern. The Contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties; however, Termination for Fiscal Necessity is excepted, and, the State may issue unilateral amendments to the Contract to make administrative changes when necessary.

36. GOVERNING LAW AND SEVERABILITY: The Contract shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of the Contract shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of the Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of the Contract will remain in force.

EXHIBIT E – OFFEROR QUESTIONS

RFP16000145 Data Breach and Credit Monitoring Services

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFP Section" (column 2), and the attachment page number in the "RFP page" field (column 3).
3. Do not enter text in column 5 (Response). This is for the State's use only.
4. Once completed, this form is to be e-mailed per the instructions in the RFP. The e-mail subject line is to state the RFP number followed by "Questions."

Question	RFP Section	RFP Page	Question	Response
1				
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EXHIBIT F – COST PROPOSAL

RFP16000145 Data Breach and Credit Monitoring Services

(ME) Exhibit F "Cost Proposal" must be completed and returned with your response.

Provide your fully-burdened rate which must include, but not be limited to, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, profit, and supplies.

Size of Breach Event (Number of Eligible Persons)	Cost per notification* (Exhibit B, Sect. B3) (Unit Price)	General Call Center (Exhibit B, Sect. B4) cost per call (Unit Price)
0 – 10,000	$	$
10,001 – 100,000	$	$
100,001 – 500,000	$	$
500,001 – 1,000,000	$	$
1,000,001 – 5,000,000	$	$
5,000,001+	$	$
AVERAGE unit price (for evaluation purposes only)	$	$

*Cost must include single page (duplex) notification, #10 envelope, and first class postage.

Number of Active Participants	One Year Single-Bureau Credit Monitoring/Identity Theft Protection (Exhibit B, Sect. B5)per person (Unit Price)	One Year Triple-Bureau Credit Monitoring/Identity Theft Protection (Exhibit B, Sect. B5)per person (Unit Price)
0 – 1,500	$	$
1,501 – 15,000	$	$
15,001 – 75,000	$	$
75,001 – 150,000	$	$
150,001 – 750,000	$	$
750,000+	$	$
AVERAGE unit price (for evaluation purposes only)	$	$

Company Name: _____

Company Address: _____

_____

Name of Individual submitting bid: _____

Phone: _____ Fax: _____

E-mail: _____

EXHIBIT G – REFERENCES

RFP16000145 Data Breach and Credit Monitoring Services

INSTRUCTIONS TO THE OFFEROR:

Offerors will be scored on a minimum of three (3) completed reference questionnaires. All questionnaires will be averaged. The completed references questionnaires must be from individuals, companies, or agencies with knowledge of the Offeror's experience that is similar in nature and scope to the products or services being requested by this RFP, and are within the last five (5) years from the date this RFP was posted to IPRO. The Lead State may not be utilized as a reference. Only one reference will be received/qualify per reference company/agency. If multiple references are received from the same company/agency, only the first received will be accepted. If fewer than three (3) references are received, a score of zero "0" will be given to each missing questionnaire, up to the three (3) requested.

References not received prior to the RFP Closing Date and time will not be accepted or scored. References outside the requisite number of years (*see* paragraph above), and references determined by the State to be not of a similar nature and scope to the products or services requested in this RFP will also not be accepted or scored. **Determination of "similar nature and scope" will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information, and any additional information provided by the reference, or otherwise obtained by the State.**

REFERENCES MUST BE RECEIVED BY THE RFP LEAD, DIRECTLY FROM THE REFERENCE, IN ORDER TO BE CONSIDERED.

1. Offerors must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.

   a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.

   b. Print the name of your company/organization on the "OFFEROR NAME" line.

   c. Be certain that the RFP Closing date and time in Instruction 5, on the following page, is correct.

2. Send the "Reference's Response To" document to your references to complete.

NOTE: It is the Offeror's responsibility to follow up with its references to ensure timely receipt of all questionnaires. Offerors may e-mail the RFP Lead prior to the RFP closing date to verify receipt of references.

REFERENCE QUESTIONNAIRE
REFERENCE'S RESPONSE TO:
RFP16000145
Data Breach and Credit Monitoring Services

REFERENCE NAME (Company/Organization): _____

OFFEROR (Vendor) NAME (Company/Organization): _____ has submitted a proposal to the State of Idaho, to provide the credit monitoring services. We've chosen you as one of our references.

INSTRUCTIONS

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E-mail or fax THIS PAGE and your completed reference document, SECTIONS I through III to:

   RFP Lead: Valerie Bollinger

   E-mail: Valerie.Bollinger@adm.idaho.gov

   Fax: 208-332-1631

5. This completed document **MUST** be received no later than December 3, 2015 at 5:00 p.m. (Mountain Time). Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted.**
6. DO **NOT** return this document to the Offeror (Vendor).
7. In addition to this document, the State may contact references by phone or e-mail for further clarification, if necessary.

Section I. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

Rating Scale

Category	Score
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 - 9
Excellent	10

Circle ONE number for each of the following numbered items:

1. Rate the overall quality of the vendor's services:

   10 9 8 7 6 5 4 3 2 1 0

2. Rate the response time of this vendor:

   10 9 8 7 6 5 4 3 2 1 0

3. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor):*

   10 9 8 7 6 5 4 3 2 1 0

4. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

   10 9 8 7 6 5 4 3 2 1 0

5. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted:

   10 9 8 7 6 5 4 3 2 1 0

6. Rate the accuracy and timeliness of the vendor's billing and/or invoices:

   10 9 8 7 6 5 4 3 2 1 0

7. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided:

   10 9 8 7 6 5 4 3 2 1 0

8. Rate the vendor's flexibility in meeting business requirements:

   10 9 8 7 6 5 4 3 2 1 0

9. Rate the likelihood of your company/organization recommending this vendor to others in the future:

   10 9 8 7 6 5 4 3 2 1 0

Section II. GENERAL INFORMATION

1. Please include a brief description of the services provided by this vendor:

   _____
   _____
   _____
   _____
   _____

2. During what time period did the vendor provide these services for your business?

   Month:_____ Year:_____ to Month:_____ Year:_____

Section III. ACKNOWLEDGEMENT

I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

_____ _____
Signature of Reference Date

_____ _____
Print Name Title

_____
Phone Number

_____
E-mail address

EXHIBIT H – PUBLIC AGENCY CLAUSE

RFP16000145 Data Breach and Credit Monitoring Services

(M) Exhibit H "Public Agency Clause" must be completed and returned with your response.

Prices offered in this RFP must be made available to other "Public Agencies", including agencies of the State of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this State including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho. It will be the responsibility of the "Public Agency" to independently contract with the proposer and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities routinely buy from Statewide Master Contracts established by the Division of Purchasing.

Please indicate if you accept this Public Agency Clause AND return this completed form with your Proposal Response. Failure to accept this provision will result in a finding that your Proposal is non-responsive.

YES_____ NO_____

Name of Proposer:_____

November 9, 2015

AMENDMENT 1

To: All concerned vendors

RE: RFP16000145 Data Breach and Credit Monitoring Services

I. **The following are changes made to the referenced RFP. This additional information is added to and is made part of the referenced RFP.**

1. The deadline to submit questions is hereby extended to 11:59:59 pm Mountain Time on Monday, November 16, 2015.

There are no other changes. If you have already submitted your Proposal and this addendum will alter your Proposal, please contact the Division of Purchasing. **Please remember to sign the acknowledgment below and submit it with your proposal.**

Thank you for your interest in supplying the needs of the State of Idaho.

Best,

/s/ Valerie Bollinger, Buyer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Proposal.

ACKNOWLEDGEMENT OF AMENDMENT 1 TO RFP16000145

_____	_____
Signature	**Date**
_____	_____
Printed Name	**Company Name**

November 15, 2015

AMENDMENT 2

To: All concerned vendors

RE: RFP16000145 Data Breach and Credit Monitoring Services

I. **The following are changes made to the referenced RFP. This additional information is added to and is made part of the referenced RFP.**

1. The following states have asked to be included in the list of states named as potential participating entities in Section 2.5 of the RFP: New Mexico and Vermont.

2. See the file with the title "RFP16000145 Q_A" for the State's answers to all timely received questions. The answers are hereby incorporated into the RFP by reference.

There are no other changes. If you have already submitted your Proposal and this addendum will alter your Proposal, please contact the Division of Purchasing. **Please remember to sign the acknowledgment below and submit it with your proposal.**

Thank you for your interest in supplying the needs of the State of Idaho.

Best,

/s/ Valerie Bollinger, Buyer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Proposal.

ACKNOWLEDGEMENT OF AMENDMENT 2 TO RFP16000145

_____	_____
Signature	**Date**
_____	_____
Printed Name	**Company Name**

Question	RFP Section	RFP Page	Question	Response
1	RFP Administrative Information	1	Can electronic submission be completed at both the portal listed in the RFP (https://purchasing.idaho.gov/iprologin.html) and at https://webprocure.perfect.com/?	Logging into the State of Idaho's e-procurement system at https://purchasing.idaho.gov/iprologin.html will redirect you to a WebProcure site, through which you may access and bid on State of Idaho solicitations. Vendors are advised to enter the WebProcure site via the State of Idaho portal.
2	RFP Administrative Information	1	Will additional question windows be added to the schedule since questions may arise as responses to the RFP are written?	The deadline for questions has been extended to 11:59:59 pm MT on Monday, November 16, 2015. (See Amendment 1 to RFP16000145).
3	RFP Administrative Information & 4.4.6	1 & 10	How does the State recommend an Offeror account for the potential administrative fees of Active Participants in the Offeror's Best and Final Offer (BAFO) since the various participating states' administrative fees are not disclosed except for the State of Idaho's?	See RFP Section 9.2. Offerors are to take the 0.25% NASPO ValuePoint Administrative Fee into account when proposing their costs in Exhibit F; Offerors are NOT to take into account any additional Administrative Fees that may be required by Participating Entities. Additional administrative fees may be negotiated in Participating Addenda, and Offerors that have been awarded Master Agreements may adjust their pricing in each Participating Addendum to account for those additional Administrative Fees. NOTE: (BAFOs will only be conducted as discussed in Section 4.4.6 of the RFP; Offerors should sumit their best proposals initially as there is no guarantee that the State will conduct any discussions.
4	2.3	3	What is the expected turnaround time between an Active Participant identifying a Triggering Event and the Offeror beginning to provide Contract Services?	Most Participating Entities have strict requirements for notifying affected individuals of a Triggering Event; therefore, it is anticipated that a Participating Entity will notify the Contractor immediately after identification of a Triggering Event, and will require the Contractor to begin providing services immediately upon notification.

Master Agreement - Attachment 1

Question	RFP Section	RFP Page	Question	Response
5	2.5	3	Besides the seven states named as potential participating entities, how many other states are aware of this RFP process and the details of its contract services?	All states, territories, and the District of Colombia have been informed of this RFP process and given an opportunity to review the RFP documents.
6	3.1	5	Will the State consider extending the deadline for submitting proposed modifications to Exhibit C or Exhibit D?	The deadline for questions has been extended to 11:59:59 pm MT on Monday, November 16, 2015. (See Amendment 1 to RFP16000145).
7	3.10	8	Will pricing information be considered confidential or proprietary information?	No. Pricing information is subject to Idaho's Public Records Request law.
8	4.43, 8.6, & B5.4	9, 18, & 29	Regarding the cost proposal scoring, should the Average Unit Price for single-bureau credit monitoring and triple-bureau credit monitoring also incorporate the costs for Identity Theft Monitoring as described in section B5.4?	Yes. The columns for single-bureau and triple-bureau credit monitoring/identity theft protection include all of the services detailed in Exhibit B, Paragraph B5. All of the services detailed in Exhibit B must be accounted for by Offerors somewhere in the Cost Proposal; no additional categories, costs, reimbursements, etc. will be recognized.
9	5.1	11	Should the ORIGINAL Signature Page be placed in front of the ORIGINAL Technical Proposal and saved in the same File if submitting electronically?	If submitting electronically, the Signature Page may be included in the same file or uploaded in a separate file.
10	6.3	13	Will completed References be assigned a score under the Evaluation criteria?	Yes, reference questionnaires will be evaluated; this evaluation will be included in the evaluation of Section 6 (see Section 4.4.5, Evaluation Criteria.)
11	8.12	19	Is compliance with any particular NIST standards required?	No. (See Exhibit B, Paragraph B7.3 for all relevant compliance requirements.) Note that your response to Section 8.12 must include a description of how compliance with Exhibit B, Paragraph B7.3 is met; higher scores may be earned if an Offeror's response includes details of NIST or other additional compliance.
12	9.2 & Exhibit F	20 & 59	Should the 0.25% NASPO ValuePoint Administrative Fee be included in the Unit Prices on Exhibit F?	Yes. See Section 9.2.
13	Exhibit A, Section	25	Should pricing submissions be marked with a	Pricing is not considered a trade secret under Idaho law;

Question	RFP Section	RFP Page	Question	Response
	28		nondisclosure designation?	therefore, marking pricing with a nondisclosure designation will not protect the cost proposal from release in the event of a Public Records Request.
14	B3.3.2	28	Will participating entities notify eligible individuals ONLY through U.S.P.S., not through e-mail?	Participating Entities may have different requirements and policies regarding delivery method, but it is anticipated that Participating Entities will only engage the Contractor's services if hard copies must be sent out. A Participating Entity may negotiate specific delivery methods in its Participating Addendum.
15	B4.1 & 7.4	28 & 15	The State expects a general call center to be available 24x7x365. Does the State also expect Identity Restoration Personnel to be available 24x7x365?	Yes. See Exhibit B, Paragraph B5.6.2 for requirements related to Identity Theft Restoration Assistance.
16	B4.3	29	Does the State have a process in mind for how call center staff are to answer questions around eligibility?	At a minimum, it is anticipated that Participating Entities will provide the Contractor with some basic information about the Triggering Event and eligibility. Some Participating Entities may choose to provide a script of FAQs as described in Exhibit B, Paragraph B2.5.2. Offerors should feel free to describe any suggested processes in their responses to Section 8 (as appropriate).
17	B5	29	Does the State require a 508 compliant platform to aid eligible individuals who are visually impaired?	A 508 compliant platform is not mandatory, but is desirable. Offeror should identify 508 compliance in its responses to Section 8 (as appropriate.)
18	B5.7	30	If a subcontractor is planned to provide the identity theft-related services under this contract, is it acceptable for that subcontractor (rather than the contractor) to provide the identity theft insurance as described in B5.7?	Yes, if a Contractor intends to use a subcontractor to provide the identity-theft related services, the subcontractor may provide the identity theft insurance described in B5.7; however, the Contractor must confirm that the subcontractor has and maintains the required insurance, and must provide copies of such confirmation to the Lead State. **Failure of a Contractor to confirm that a subcontractor meets all RFP requirements will be grounds for termination of the Contractor's Master Agreement.**

Question	RFP Section	RFP Page	Question	Response
19	B6.2	31	Will the Offeror establish a Service Level Agreement with each participating entity that activates the Contract Services?	Yes, it is anticipated that Participating Entities will negotiate SLAs as part of the Participating Addendum process.
20	Exhibit C, Section 11	38	Why is Section 11 marked as "[RESERVED]"?	NASPO ValuePoint has standard terms and conditions, not all of which are relevant to every solicitation. Rather than renumbering the Terms and Conditions when sections that are not relevant are removed, the removed sections are marked as "[RESERVED]".
21	Exhibit C, Section 17(b)(1)	40	Is it acceptable if the Commercial General Liability coverage limit is met by a combination of primary and umbrella policies?	Yes.
22	Exhibit C, Section 17(d)	41	Recommended adjustment of Terms and Conditions: 1. Rationale: Insurance carriers are unable to commit to notifying of "material alteration" to policies. 2. Recommended verbiage: remove "material alteration." 3. Explanation of fairness and equitableness: Because insurance carriers cannot evaluate materiality.	The State has considered the requested change; no changes are made. This requirement requires the Contractor (not the insurance carriers) to notify the Lead State of any material alteration to policies.
23	Exhibit D	49	Will each Participating Entity provide its own Contract Terms and Conditions?	Each Participating Entity may negotiate its own Terms and Conditions.
24	Exhibit G	61	Will the RFP Lead notify the Offeror when the State receives each of the three references since the Reference Organization is instructed not to return the Reference document to the Offeror?	No. Offerors may contact the RFP Lead to confirm whether references have been received.

November 19, 2015

AMENDMENT 3

To: All concerned vendors

RE: RFP16000145 Data Breach and Credit Monitoring Services

I. The closing date of this RFP is now December 8, 2015.

II. The following are changes made to the referenced RFP. This additional information is added to and is made part of the referenced RFP.

1. See the file with the title "RFP16000145 Q_A_Part 2" for the State's answers to additional timely received questions. The answers are hereby incorporated into the RFP by reference.

There are no other changes. If you have already submitted your Proposal and this addendum will alter your Proposal, please contact the Division of Purchasing. **Please remember to sign the acknowledgment below and submit it with your proposal.**

Thank you for your interest in supplying the needs of the State of Idaho.

Best,

/s/ Valerie Bollinger, Buyer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Proposal.

ACKNOWLEDGEMENT OF AMENDMENT 3 TO RFP16000145

_____	_____
Signature	**Date**
_____	_____
Printed Name	**Company Name**

Question	RFP Section	RFP Page	Question	Response
1	B7.3	31	What audits do you consider to be equivalent to a SOC2?	The State will not specify equivalent audits at this time. Offerors may propose alternative audits or standards that they believe "meet or exceed" the SOC2 audit. If you choose to propose an alternative, you must explain in detail in your proposal how the proposed alternate meets or exceeds the SOC2 standard.
2	B7.3	31	Do you consider a SOC1 Type II to be equivalent to a SOC2 audit?	No, SOC 1 reports are about controls at a service organization that relate to internal control over financial reporting. The State is concerned with quality of operational security controls, not financial controls.
3	B7.3	31	Are any of the following considered equivalent to SOC2: SSAE16 SOC1 Type II, ISO-27001 Gap Analysis, PCI-DSS, EU Safe Harbor, EI3PA?	The State will not specify equivalent audits at this time. Offerors may propose alternative audits or standards that they believe "meet or exceed" the SOC2 audit. If you choose to propose an alternative, you must explain in detail in your proposal how the proposed alternate meets or exceeds the SOC2 standard.
4	B7.3	31	What number of trust principles, and what specific trust principles are you requiring in regards to a SOC2 (security, availability, processing integrity, confidentiality, and privacy)?	All of the Trust Service Principles apply.
5	Exhibit C, Section b;Exhibit D, Section 2	37, 49	Section 10 of the Master Agreement Terms and Conditions (Exhibit C) provides a 15-day cure period, while Section 2 of the State of Idaho Standard Contract Terms and Conditions (Exhibit D) provides a 30 day cure period. Can these cure periods be amended to be consistent, with a 30-day cure period?	The State has considered the request and agrees to change the cure period to 30 days.

Question	RFP Section	RFP Page	Question	Response
6	Exhibit F	59, 60	Page 59 contains the pricing table for notifications and call center. Both of these are required to be price in Unit Prices. The scale starts at 0 and continues through 5 million. Page 60 contains the pricing table for one bureau credit monitoring/identity theft protection and three bureau credit monitoring/identity theft protection. Both of these also require Unit Prices, but the scale begins at 0 and tops out at 750,000. Why do the scales differ?	The pricing table for notifications and call center was developed based on an estimation of potential breach size. The pricing table for credit monitoring/identity theft protection was developed based on an estimation of how many affected individuals would sign up for the credit monitoring services in the event of a breach.
7	Exhibit F	60	On the pricing table for credit monitoring/identity theft protection, are your Number of Active Participants considered to be affected individuals who have actually redeemed a PIN code and successfully enrolled in an identity product?	Yes. Active Participants are Eligible Persons who have enrolled in the credit monitoring/identity theft protection services.

State of Idaho

Department of Administration
Division of Purchasing

C.L. "Butch" OTTER
Governor
ROBERT L. GEDDES
Director
SARAH HILDERBRAND
Administrator

650 West State Street B-15 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

January 5, 2016

Jeremy Henley
Identity Theft Guard Solutions, LLC dba ID Experts
10300 SW Greenburg Rd., Suite 570
Portland, OR 97223

VIA EMAIL TRANSMISSION
EMAIL: Jeremy.henley@idexpertscorp.com

RE: RFP16000145 Data Breach and Credit Monitoring Services

Dear Mr. Henley:

The State of Idaho Division of Purchasing (DOP) has begun evaluation of the Proposal received in response to this Request for Proposal (RFP), and has determined that explanation and clarification is required in order to continue evaluating your submittal, as follows:

1. Sections 5.2.5 and 5.2.6 of the RFP ask the Offeror to confirm that they have not "employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure this contract..." and to identify the person(s) responsible for writing the proposal. In its cover letter, ID Experts affirmed that it had not employed any company or person other than a bona fide employee, and identified Katrina Day as the ID Experts employee responsible for writing the RFP.

In its evaluation of ID Experts' proposal, it has come to the attention of the evaluation committee that ID Experts' response to RFP Sections 8.2, and 8.5 – 8.10 directly quoted from, or closely paraphrased, a proposal submitted by another Offeror. Please explain why ID Experts has affirmed that its proposal was written solely by an ID Experts employee, but contains text also submitted by another company.

2. In its response to Section 8.6, ID Experts included information regarding compromised credentials of Idaho State Government employees. This information was included in proposals submitted by other Offerors; this information was marked as "trade secret" by ID Experts and other Offerors.

Please explain how ID Experts obtained this information and whether it was specifically for the purpose of developing its response to this RFP.

3. In Section 8.4, the RFP asks Offerors to "Address your ability to meet the varying legal requirements of the Participating Entities." ID Experts indicated that it may provide this service directly, or through the use of Epiq as a subcontractor.

Please describe how you will ensure that a Participating Entity's legal requirements will be met in the event that you and/or Epiq are unable to provide the services or meet the volume requirements of a large statewide breach.

4. In its cover letter, ID Experts stated that its pricing will be valid for 60 days; however, in its response to Section 5.2.8, ID Experts stated that its proposal will be binding for 180 days, as required by the RFP.

Please confirm that ID Experts' proposal, including its Cost Proposal, will be binding for 180 days.

5. In its response to Section 6.2.1, ID Experts stated that it is an "approved vendor for the State of Oregon." From further investigation, it is the evaluation committee's understanding that ID Experts does not have a contract with the State of Oregon, and that Oregon does not maintain a list of "approved vendors."

Please clarify what ID Experts meant when it said it was an approved vendor.

6. In its response to Section 8.8, ID Experts identified five steps that an active participant must follow to initiate an insurance claim, beginning with contacting ID Experts. In its response to Section B5.7.2, ID Experts again identified five steps that an active participant must follow to initiate a claim, but it begins with contacting CSID.

Please clarify the initial point of contact for a participant wishing to initiate an insurance claim.

7. Throughout its proposal, Id Experts uses "we" to describe services provided to customers in the past, and services that will be provided under a Master Agreement resulting from this RFP. It appears that in many instances, the services described were/would be provided by a subcontractor (specifically CSID or Epiq).

Please clarify your response by identifying whether past performance (Section 6.2.2) was performed directly by ID Experts or by subcontractors (and identify the subcontractor). Please also clarify the specific services that would be performed by ID Experts directly if it was awarded a Master Agreement under this RFP, which services would be performed by subcontractors, and any circumstances that might affect the decision to provide services directly or through a subcontractor (Section 8).

8. Exhibit H in the RFP is identified as (M) or Mandatory. ID Experts did not provide a completed Exhibit H with its Technical Proposal. Please submit the required Exhibit.

ID Experts must submit the required information no later than 12 PM Mountain Time, Wednesday, January 6, 2016, or the State may find ID Expert's Proposal non-responsive. The response must be submitted on ID Experts' letterhead and signed by a representative with authority to bind ID Experts. ID Experts may fax its response to this letter to our fax number shown above, or email to Valerie.Bollinger@adm.idaho.gov. For any questions, you may contact me at Valerie.Bollinger@adm.idaho.gov.

Sincerely,
/s/ Valerie Bollinger
Valerie Bollinger
Buyer, Idaho Division of Purchasing
cc: File

State of Idaho

Department of Administration
Division of Purchasing

C.L. "Butch" OTTER
Governor
ROBERT L. GEDDES
Director
SARAH HILDERBRAND
Administrator

650 West State Street B-15 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

January 8, 2016

Jeremy Henley
Identity Theft Guard Solutions, LLC dba ID Experts
10300 SW Greenburg Rd., Suite 570
Portland, OR 97223

VIA EMAIL TRANSMISSION
EMAIL: Jeremy.henley@idexpertscorp.com

RE: RFP16000145 Data Breach and Credit Monitoring Services

Dear Mr. Henley:

The State of Idaho Division of Purchasing (DOP) has begun evaluation of the Proposal received in response to this Request for Proposal (RFP), and has determined that explanation and clarification is required in order to continue evaluating your submittal, as follows:

Exhibit F, Cost Proposal requests tiered pricing for four required services: Notifications, Call Center, Single-Bureau Credit Monitoring, and Triple-Bureau Credit Monitoring. It appears clear that ID Experts made a typographical error in its proposed top-tier pricing for Notifications (see attached ID Experts' Cost Proposal). In accordance with IDAPA 38.05.01.074.03.b the State is seeking confirmation that a decimal point was omitted, and that the correct unit price for notifications at the 5,000,001+ breach level should be $.75.

Please confirm that this was, in fact, a typographical error; no other changes to the Cost Proposal may be made.

ID Experts must submit the required information no later than 5 PM Mountain Time, Tuesday, January 12, 2016, or the State may find ID Expert's Proposal non-responsive. The response must be submitted on ID Experts' letterhead and signed by a representative with authority to bind ID Experts. ID Experts may fax its response to this letter to our fax number shown above, or email to Valerie.Bollinger@adm.idaho.gov. For any questions, you may contact me by email or at (208) 332-1631.

Sincerely,

Valerie Bollinger

Valerie Bollinger
Buyer, Idaho Division of Purchasing

Enclosure
cc: File

Lincoln Center One
10300 SW Greenburg Road,
Suite 570
Portland, OR 97223

REQUEST FOR PROPOSALS (RFP) 16000145
DATA BREACH AND CREDIT MONITORING SERVICES
COVER LETTER

State of Idaho Division of Purchasing in Conjunction with NASPO

December 7, 2015

Prepared By:
Katrina Day
Inside Sales Manager, Breach Services
503 788-9333 - cell
katrina.day@idexpertscorp.com

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December 7, 2015

ID Experts focus since the founding of the company has been centered on treating the breach victim in a personal and caring way, which has led to positive outcomes for our clients and the individuals whose information was compromised. We appreciate the opportunity to submit this proposal, and look forward to helping you achieve full recovery.

ID Experts is pleased to present a proposal for Breach Response Solutions, which has been requested by "client". Pricing included in this document is valid for 60 days from the date of submission.

Identity Theft Guard Solutions, LLC
dba ID Experts™
10300 SW Greenburg Rd., suite 570, Portland, Oregon 97223
800-242-4700, FAX: 800-298-8457
https://www.idexpertscorp.com

Authorized Signer:
Jeremy Henley, Director of Breach Services
10300 SW Greenburg Rd., suite 570, Portland, Oregon 97223
Jeremy.Henley@idexpertscorp.com

Signature:

Date

Very Sincerely Yours,

Jeremy Henley Director of Breach Services

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5.2 Cover Letter

5.2.1 *Identification of the Offeror's corporate or other legal entity status. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.*
** If submitting via IPRO, be certain the FEIN in IPRO is the same as the one in your cover letter and on your State of Idaho Signature Page.*

Federal TIN# 41-2093038

5.2.1. *A statement indicating the Offeror's acceptance of and willingness to comply with the requirements of the RFP and exhibits, including but not limited to Exhibit C, NASPO ValuePoint Master Agreement Terms and Conditions and Exhibit D, State of Idaho Standard Contract Terms and Conditions*

ID Experts accepts, Exhibit C, NASPO ValuePoint Master Agreement Terms and Conditions and Exhibit D, State of Idaho Standard Contract Terms and Conditions and am willing to comply with the requirement within these exhibits.

5.2.3. *A statement indicating the Offeror's understanding that they may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.*

I understand that ID Experts may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.

5.2.4 *A statement of the Offeror's compliance with affirmative action and equal employment regulations.*

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ID Experts is compliant with affirmative action and equal employment regulations.

5.2.5 *A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. The Offeror must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the contract without liability or, in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.*

ID Experts has not employed any company or person other than a bona fide employee working solely for the ID Experts or a company regularly employed as its marketing agent, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. ID Experts affirms its understanding and agreement that for breach or violation of this term, the State has the right to annul the contract without liability or, in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

5.2.6 *A statement naming the firms and/or staff responsible for writing the proposal.*

Katrina Day, Inside Sales Manager is responsible for writing the proposal.

5.2.7 *A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: http://sam.gov.*

ID Experts is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

5.2.8 *A statement affirming the proposal will be firm and binding for one-hundred-eighty (180) days from the proposal opening date.*

ID Experts' proposal will be firm and binding for one-hundred-eighty (180) days from the proposal opening date.

5.2.9 *A statement, by submitting its proposal, that the Offeror warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not*

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knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract

By submitting this proposal, ID Experts warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; ID Experts does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

5.2.10 *A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee will apply to total sales for the Master Agreement(s) awarded from this RFP as detailed in Paragraph 26 of the NASPO ValuePoint Standard Terms and Conditions (Exhibit C) and Section 1, RFP Administrative Information of this RFP, and acknowledging the requirement to provide a single person responsible for submitting the NASPO ValuePoint usage reports detailed in Paragraph 27 of the NASPO ValuePoint Standard Terms and Conditions (Exhibit C).*

ID Experts acknowledging that a 0.25% NASPO ValuePoint Administrative Fee will apply to total sales for the Master Agreement(s) awarded from this RFP as detailed in Paragraph 26 of the NASPO ValuePoint Standard Terms and Conditions (Exhibit C) and Section 1, RFP Administrative Information of this RFP, and ID Experts acknowledges that we are required to provide a single person responsible for submitting the NASPO ValuePoint usage reports detailed in Paragraph 27 of the NASPO ValuePoint Standard Terms and Conditions (Exhibit C).

5.3 *(M) ACKNOWLEDGEMENT OF AMENDMENTS*
If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive. IDAPA 38.05.01.52

All Amendments have been signed. We accept the following Amendments:

Amendment 1: Deadline change for questions
Amendment 2: New Mexico and Vermont have been added to the RFP list of States
Amendment 3: Closing date of the RFP changed to December 8th

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Technical Proposal

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5.4 *Executive Summary*

Include an executive summary in the Technical Proposal providing a condensed overview of the contents of the Technical Proposal demonstrating an understanding of the services to be performed.

While organizations are working hard to protect themselves from the risks of data breach, the unfortunate fact is that data breach incidents are on the rise. ID Experts knows first-hand how breaches and identity crime occur, and how best to prevent them. Our CIPP-certified experts use best practices based on industry standard frameworks to help our customer assess and reduce the size and severity of the data breach risk.

ID Experts is passionate about serving our clients and taking care of those individuals that are affected by their data breach incidents. We consistently strive to handle data breach notification and response in such a way as to provide positive outcomes for our clients and the affected individuals . Our recovery experts have assisted tens of thousands of victims of identity crime and have a proud record of 100% success in restoring identities of those individuals that have been compromised to pre-theft status. Consistent with our use of best practices in managing data breach risks and in assisting the victims of identity crime, we actively participate in numerous industry organizations and standards bodies, as well as working with relevant federal agencies. We chair the Santa Fe Group ID Management Committee and are board members of the ANSI/IDSP (Identity Standards Panel) committee, CAIMR (Center for Advanced Identity Management Research), and the Internet Security Alliance. We are a corporate member of the International Association of Privacy Professionals (IAPP), and with our specialty in healthcare, we contribute to relevant legislation and rules including the Health Information Technology for Economic and Clinical Health (HITECH) Act and are a corporate member of HIMSS.

The ID Experts team has managed thousands of data breach events since 2003, including those of nearly 100 Fortune 500 companies and Government institutions. We work alongside forensics partners to determine the scope of the problem and present risk(s) to all constituents, recommending a risk based response strategy tailored to the incident. Following this process, we work with the privacy team and council to ensure compliance and positive outcomes for their Participating Entity's.

Our strategy is to ensure that Participating Entity's make a full recovery from a data breach, by ensuring that breach victims received prompt, clear and appropriate notification,effective protection, and fully managed recovery from ID theft. Our experts help control breach response costs, including direct costs, legal risks such as future class-action litigation, and revenue loss due to customer dissatisfaction, with the most comprehensive, tailored data breach response services available anywhere.

ID Experts is recognized as an industry thought leader, and as such we have influenced breach legislation, and lead industry initiatives within this transformative market. Through our years of work investigating privacy incidents and coordinating risk based approaches to public and private sector response, the ID Experts team have developed processes for managing data loss that are unique in the marketplace, and specific to healthcare. Our hands-on experience and access to the country's leading privacy offices supplies unparalleled insights into assessing enterprise and individual risk during moments of crisis. ID Experts has led the charge in creating strategies and effective approaches to handling data breach events, including pre-breach preventative solutions, post-breach assessments and response plans, and quality processes to prevent or handle subsequent data breach events.

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In addition to our data breach services ID Experts serve enterprise organizations with software and services for security incident and data breach response management, which include identity protection products for affected consumers. Our data breach response services are provided as fee for service, our RADAR incident response management software is a SaaS solution with a subscription business model, and our identity protection products are typically paid for on an annual subscription basis by our Participating Entity's on behalf of the consumers that use these products.

6 BUSINESS INFORMATION

6.1 (ME) Business Profile

Provide a profile of your business including: year started, organizational structure, Participating Entity base (including any focus by region, market sector, etc.), growth over the last three (3) years, number of employees, employee retention rates over the last three (3) years, etc. ***Businesses must demonstrate a minimum of five (5) years of experience providing data breach and credit monitoring services for large scale breaches to be eligible for award.***

ID Experts is the leading provider of comprehensive data breach solutions that deliver the most positive outcomes. Founded in 2003, ID Experts has managed more than a thousand data breach incidents for leading healthcare organizations, corporations, financial institutions, universities, and government agencies across the United States. As a result, millions of Americans are protected by ID Experts against the threat of identity crime. Id Experts currently has 67 employees. ID Experts focusses on employee satisfaction, and it being the foundation for providing good customer service, our retention rate over the last 3 years is as follows: 2014: 21%, 2013: 13%, 2012: 16%.

ID Experts has successfully grown the business over 150% in the 5 years ended December 31, 2014, a compounded annual growth rate (CAGR) of over 25%. Projected growth for the current year is accelerating, with 2015 growth expected to exceed 200% year-over-year. All of this has been organic growth (internally generated), as we have not pursued any mergers or acquisitions. This growth has been largely due a high demand for our breach response services; forensics, notification, call center and monitoring services.

ID Experts has over 10 years of data breach response experience. Our Participating Entity's lie within the corporate, higher education, healthcare, financial and government sectors. ID Experts currently has 578 active organizations that utilize our services for credit monitoring and/or recovery membership. Within that, we have 150,500 active members that we are protecting. Additionally, our Recovery Blankets cover millions of individuals. We hold the exclusive breach response endorsement from the American Hospital Association and have an "A+" BBB rating.

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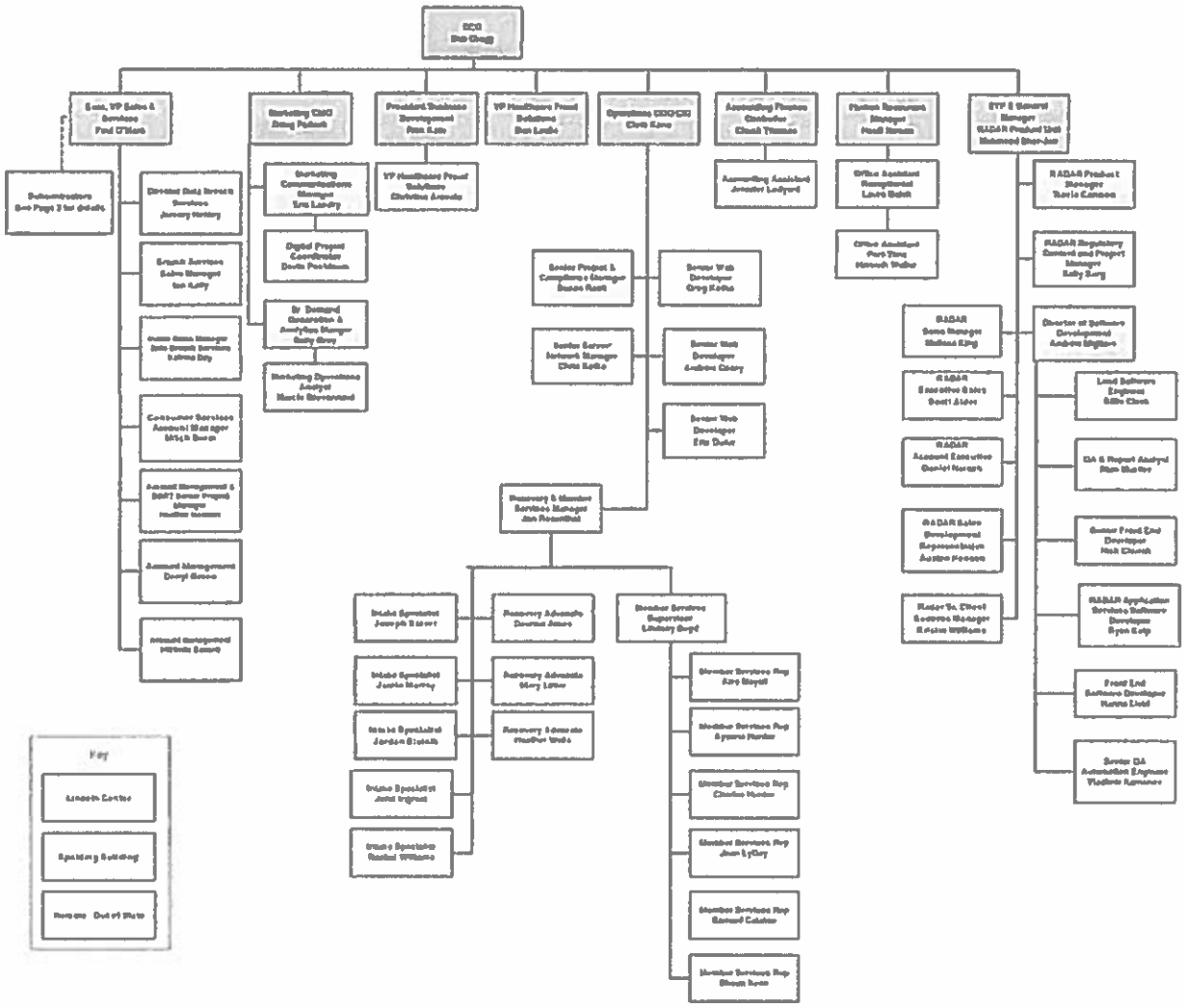
Below is an organization chart for ID Experts:



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6.2 (E) Scope of Experience

6.2.1 ***Describe in detail the business' experience with statewide or large consortium contracts similar to the Master Agreements sought through this RFP. Provide the approximate dollar value of the business' three (3) largest contracts in the last five (5) years, under which the business provided services identical or very similar to those required by this RFP.***

Most recently, the U.S. Office of Personnel Management awarded ID Experts with their project to provide breach response services and identity protection services to more than 21.5 million individuals affected by a devastating system hack compromising their personal information. ID Experts is one of two data breach service company that was recently awarded a Blanket Purchase Agreement with the Government. This purchase agreement will generate over $330M in revenue for ID Experts over the term.

We are an approved vendor for the State of Oregon. ID Experts has worked with the State of Oregon for a couple of years and has generated over $2M in revenue from the State of Oregon departments. This includes managing an 800,000 record event near the end of 2014.

ID Experts also has agreements in place with hundreds of counties and municipalities proactively to respond to any incidents that may occur in the future.

ID Experts was also recently awarded an agreement to provide our services for any of the 26 Blue Cross plans that may breach data during a security event. All our services are available for this contract.

6.2.2 ***Describe in detail the size and scope of data breaches for which you have provided the types of services required by in this RFP.***

OPM Project Summary

In 2014, The Government (OPM) discovered that, for a limited period of time, access to 26 Million member's data was on its website, left unprotected from outside exposure. They quickly secured the data and processed a thorough investigation into the potential risk for the affected population. OPM quickly understood the value of the personal information and the potential risk that such a breach presents.

OPM utilized ID Experts to provide complete data breach care for the Eligible Persons including high profile government officials. The project/engagement was tracked and discussed as to outcomes surrounding costs, project plan, communication plan, escalations and issueresolution.

Our strategy was to ensure that OPM made a full recovery from a data breach, by ensuring that breach victims received prompt, clear and appropriate notification,effective protection, and fully managed recovery from ID theft. Our experts help control breach response costs, including direct costs, legal risks such as future class-action litigation, and revenue loss due to customer dissatisfaction, with the most comprehensive, tailored data breach response services available anywhere.

Description of Work Performed

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The services provided included consulting on how to comply with applicable privacy legislation, assessing the potential for misuse of the data and what actions to take; communications on notification/Web FAQs, providing call center services to answer questions about the data breach and services being provided to affected customers, enrollment in ID protection packages to customers that include 12 months of credit monitoring, fully managed ID theft recovery, and reimbursement for expenses associated with the Identity theft,

Department of Revenue Project Summary
OED identified security vulnerabilities in the WorkSource Oregon Management Information System (WOMIS). OED utilized our credit and identity monitoring protection services for those 400,000 plus customers who may have been affected by the breach.
Description of Work Performed:
The services provided included consulting on how to comply with applicable privacy legislation, assessing the potential for misuse of the data and what actions to take; communications on notification/Web FAQs, provided call center services to answer questions about the data breach and services being provided to affected customers, enrollment in ID protection packages to customers that include 12 months of credit monitoring, fully managed ID Theft Recovery, and reimbursement for expenses associated with the identity theft.
Id Experts provided the following services to assist OED in responding to the recent security vulnerabilities identified to reduce the possibility of legal action, potential risks and/or penalties. Project Management and Setup. Developed and managed the on-going project plan for 3 months following the effective date of the triggering event, manage budget of the breach response project, implement internal systems to manage, track, and support communication to affected population, provided status calls as needed to discuss efficiencies, FAQ, and budget, Member Website, Developed link to enrollment in ID monitoring and recovery services, Call Center - Interactive Voice Response. Credit Monitoring and Recovery Services.
Description of Work Performed:
ID Experts offered each member of the affected population associated with the security breach, as such members were identified by OED, the option to enroll in a one-year credit monitoring and identity theft recovery service. The services were provided as an opt-in basis to the affected population. ID Experts provided an enrollment website as well as enrollment assistance by phone, for those members who prefer to contact the ID Experts directly. The call center and monitoring services were available for the 3 months following the effective date.

NASA Project Summary
ID Experts provided emergency incident response consulting and services to a major professional military education institution for a confidential information loss. A number of network files were transmitted from the Participating Entity's network. Name, address, Social Security numbers and some additional information may have been accessed.
Description of Work Performed:
NASA contracted with ID Experts as a consultant to assess the situation and make recommendations on response services and to assist with managing the Participating Entity's issue. The services included consulting on how to comply with applicable privacy legislation, assessing the potential for misuse of the data and what actions to take; communications on notification/Web FAQs, provided call center services to answer questions about the data breach and services being provided to affected customers, enrollment in ID protection packages to customers that included 12 months of credit monitoring, fully

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managed ID theft recovery, and reimbursement for expenses associated with the ID theft event, and legal/fraud reporting.

6.3 (E) References
Provide three (3) completed Reference Questionnaires. ***See Attachment G.***
NASA
State of Oregon
UCLA

6.4 (M) Financials
Offerors are required to provide a D&B Comprehensive Insight Plus credit report or Experian ProfilePlus report, indicating the Offeror's current credit score, with the proposal submission. The Offeror should stamp or write "Trade Secret" or "Confidential" on each page of the Credit Report information that it does not want released. The information will be held in confidence to the extent that law allows. Credit Report must be current and have been established within thirty (30) calendar days of the proposal closing date.

Credit Reports must be for the exact organization submitting the proposal. The Credit Report cannot be combined or consolidated with the information from any entity other than the company submitting the proposal. If the Offeror's name on the proposal does not match the name on the credit report, it will not be accepted and the Offeror will be found non-responsive for the financial requirement of this proposal.

The (M) Mandatory elements of this Section are two-fold: the offeror must provide a credit score on one of the named reports AND the report provided in response to the RFP must demonstrate a CSC (credit score class) rating of 1 – 3 or a CRS (credit ranking score) rating of 26 – 100.
Failure to provide one of the named reports (or failure to provide one of the designated credit scores) will result in a finding that the offeror is non-responsive.

In addition:
A company receiving a CSC rating of High risk (5) or High Medium risk (4) of experiencing financial stress and delinquent payments will not be considered for contract award.
CSC of 1 = Low Risk
CSC of 2 = Low Medium Risk
CSC of 3 = Medium Risk
CSC of 4 = High Medium Risk
CSC of 5 = High Risk

A company receiving a rating of High risk (0-10) or High Medium risk (11-25) of experiencing financial stress and delinquent payments will not be considered for contract award.
CRS of 76-100 = Low Risk
CRS of 51-75 = Low Medium Risk
CRS of 26-50 = Medium Risk
CRS of 11-25 = High Medium Risk
CRS of 0-10 = High Risk

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See attachment

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7 *ORGANIZATION AND STAFFING*

This Section focuses on the individual persons and roles that will be involved in performance of the Master Agreement. The State has identified a number of roles that are necessary based on the requirements of Exhibit B, Statement of Work; these titles are not meant to be restrictive, but are used to identify key roles. The State recognizes that different Offerors may use different titles, have different organizational structures, and employ roles that have not been specifically identified by the State. For the roles that have been identified (Sections 7.1 – 7.4), provide the required information about the person/role that will meet the requirements identified by the State; feel free to provide the title your business uses for that role. If multiple identified roles are performed by the same person, be sure to include that information in your response. In response to Section 7.5, identify any other key roles not specifically identified by the State and provide the requested information.

Id Experts utilizes a team of people to remediate breaches that we call Data Breach Response Team (DBRT).

Background of DBRT:
Each breach is handled by the Data Breach Response Team (DBRT). This team consists of an Incident Response Director and Project Coordinators. These individuals work closely with the sales team during the pre-sale process, contacting and proposal processes, then as an extension of the Participating Entity's own incident response team. They provide subject matter expertise including risk assessment, regulatory notification requirements, and best practices. They assist your agency in providing a cost effective response plan while delivering the utmost in service, care, and expert hand holding for the affected population. Finally, your project team is dedicated to your case throughout the duration.

For each individual breach, we will designate a DBRT Incident Response Director and a Project Coordinator who will work directly with the Participating Entity to launch the engagement. Their duties include developing a project plan, developing notification letters, FAQs, Voice Response Unit (VRU), website and other deliverables that adhere to all state laws and other regulations. All project coordinators must go through an extensive training period, have a college degree, at least 5 years of employment background in a customer service-related field, and up to date knowledge of identity theft, data breach and identity theft concepts, practices, policies and procedures including a 3 month CIPP training and certification.

Criminal background investigations and/or drug testing are completed prior to personnel beginning work. We perform a national address scan on current last name and any former last name to verify the employment application, and identify states of residence for all employees and contractors. We then put their application through: State and Federal Civil and Criminal searches, National Bankruptcy, SSN, Liens and Judgments. Background checks are also repeated when circumstances arise

7.1 *(ME) Contract Manager*

The Contractor must provide a Contract Manager as the single point of contact for management of the NASPO ValuePoint Master Agreement, administered by the State of Idaho. ***The Contract Manager must have a minimum of five (5) years' experience managing contracts for data breach and credit monitoring services.***

7.1.1 *Provide the name, phone number, email address, and work hours of the person who will act as Contract Manager if you are awarded a Master Agreement.*

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The Contract Manager's roles and responsibilities will include reviewing and facilitating the execution of any service agreements with Participating Entities as a result of the award of this RFP. He will also ensure adherence to all requirements as laid out in both the NASPO ValuePoint and State of Idaho master service agreements. The Contract Manager will conduct all interaction with legal representatives attached to the execution of any resulting service agreements.

Jeremy Henley, Director of Breach Services
Jeremy.henley@idexpertscorp.com
425 314-7788
work hours are 24X7

7.1.2 ***Describe in detail the Contract Manager's experience managing contracts of similar size and scope to the one that will be awarded from this RFP. Provide a detailed resume for the Contract Manager.***

Jeremy Henley – Director of Breach Services
He is certified in Privacy and Compliance and brings 15 years of Sales and Leadership experience to the ID Experts team. Jeremy has been with ID Experts for 6 years. Jeremy has been instrumental in winning large contracts such as the OPM and UCLA breaches. HE has worked closely with the Pentagon in developing and managing the full breach cycle, notification, call canter, and monitoring services for the OPM breach.

7.1.3 ***Describe in detail the roles and responsibilities of the Contract Manager as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.***

Jeremy Henley is will work as the Response Director for the Participating Entities. He will be the main point of contact for the NASPRO Master Service Agreement and will be the first point of contact for triggering events. Jeremy will also be the Point of Contact to perform duties in the Master Services agreement including: negotiating terms, ensuring a project plan is created and executed. He will serve as the main Point of Contact in the event that a triggering event happens.

Once Jeremy receives notification of an event he will schedule a kick off call within 24 hours to better understand who will be part of the breach response team for your organization, number of effected individuals and the types of monitoring services you would like the offer. Once this information is ironed out we will bring the team lead for our Project Management team on board, and they will begin to take care of managing the documents (FAQ, notification letter, and website), begin to coordinate with our call center and with CSID. Heather may have a team member assist her with processing details and she will manage the overall project.

Jeremy's Role: To direct the Participating Entity's team in critical incident response engagements by providing leadership, overseeing program to insure quality, services, and cost effectiveness, and building the relationship between IDS and the Participating Entity.

Jeremy has extensive experience with a variety of data breach and identity theft concepts, practices, And procedures, including but not limited to; victim restoration, relevant laws, and compliancy issues affecting a Participating Entity breach.

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He is responsible for successful program implementation, act as a resource, and resolve escalated issues. He has demonstrated, verifiable, and successful management of large scale projects including large budgets, internal and external resources, multiple program options, and a large degree of unpredictability.

Jeremy's essential Duties and Responsibilities:
Implement strategic goals and objectives of the organization
Manage resources for the Participating Entity Departments
Insure Participating Entity dept. operations are efficient, cost effective, and represent high quality service levels
Manage vendor/partner relationships, (such as call center service providers) to include thorough understanding of operations and cost structure
Own and manage Participating Entity relationship
Executive Participating Entity interface to include pre-sales, defining requirements with Participating Entity, identifying exceptions, reviewing product and pricing, and encouraging decision making that meets the goals of Participating Entity, and the Participating Entity's objectives
Thorough understanding and interpretation of agreements and contracts as they pertain to IDS objectives, goals and service standards
Interface with sales and support teams by providing resources, clarity, and guidance pre-sale

7.2 (E) BREACH RESPONSE SPECIALIST

If a Triggering Event occurs, Participating Entities must be able to contact a breach response specialist who can assist in determining the steps that must be taken to activate services and respond appropriately.

Heather will serve as the breach response specialist serving as a Project Coordinator
Heather Noonan, Lead Project Coordinator
heather.noonan@idexpertscorp.com 971-242-4707

Heather provides subject matter expertise including risk assessment, regulatory notification requirement and best practices. She serves as the DBRT Lead Project Coordinator providing customized project plans, notification letters, FAQs, Voice Response Unit (VRU), websites and other deliverables that adhere to all state and federal laws and other regulatory notices. Heather has a Bachelors of Science from Western Washington University, specializing in Business Communications, and has over 10 years of experience in Participating Entity customer service with 5 years working in project management.

- Main liaison and primary point of contact for ID Experts during Participating Entity engagement and launch
- Plan, execute and finalize projects according to deadlines and contract
- Interface with all vendors defining of requirements, determining resource allocation, and setting expectations with Participating Entity's
- Responsible for the support and coordination of resources within the Data Breach Response Team (DBRT)
- Oversaw team communication and Participating Entity relationships

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- Responsible for legal requirements and regulatory notifications
- Daily and weekly reports, analysis, budgeting, memoranda, and Participating Entity documentation

Heather's essential Duties and Responsibilities
Lend expertise toward the development of FAQ, scripting, agent training and support staff training
Organize response team at IDS and the Participating Entity, set expectations, and insure all critical parties are represented
Lead status call meetings
3rd tier "affected individual" issue escalation
Advise Participating Entity in creating breach notification and affected population communications (including legal and compliancy issues)
Work with Marketing and Sales team to manage Participating Entity agreements and contracts
Identify and develop additional business opportunities with current Participating Entity base
Ensure that relationship between IDS and Participating Entity's meets contractual obligations; develop additional tools to track NASPRO and Participating Entity engagements

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*7.2.1 Identify the person or role that will provide this support service to Participating Entities. If known, provide the name, phone number, and email address of the person who will fill the Breach Response Specialist role and **attach a detailed resume.***

8 SCOPE OF WORK

8.1 (M) Requirements

*Affirm your understanding of, and willingness to comply with, the requirements of **Exhibit B, Statement of Work.***

Id Experts understands that a submission of Exhibit B, Statement of Work is required by this RFP that includes detailed descriptions of our notification, call center and monitoring packages, including time frames and responsibilities of engagement with NASPRO, Lead State and all Participating Entities.

8.2 (E) Subcontractors

Offerors are asked to explain whether they intend to provide all services directly or through the use of subcontractors. Higher points may be earned by providing all services directly or by providing details of highly qualified subcontractors; lower scores may be earned for failure to provide detailed plans for providing services or failure to provide detail regarding specific subcontractors.
Once the specific plan is determined the operational components are then engaged through our systems and network of dedicated and long-term partners.

Depending on the requirements of the Participating Entity and the facts uncovered regarding specific data breach event ID Experts frequency leverages our subcontractors and ID Experts essentially becomes the project manager or general contractor for a breach response. This ensures we can deliver the products, services and security that our Participating Entity's expect. Being focused entirely on the data breach response issue has allowed ID Experts the opportunity to source the best solutions for breach response. We then combine them to achieve the positive outcomes we are known for by managing subcontractors that deliver unique services at very high levels.

Primarily these subcontractors have included Epiq Systems, which we first contracted with in 2006 to perform larger breach responses. They have state of the art systems that allow us have extreme reporting, quality control measures and a high level of security in place for our response work for all the printing and mailing as well as call center components of breach response. Our other primary subcontractor is CSIDentity, which provides ID Experts different levels of the identity monitoring solutions, has done so since 2009. We have the ability to not only customize identity protection product for our Participating Entity's but also scale websites and enrollment capabilities for any size of event.

ID Experts and its partners bring a fundamentally unique approach to working with multiple Participating Entities and their varying monitoring needs in our access, control and resources. Due to the fact that we are a technology company, we have dedicated technical resources, that we own and

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control, to direct specifically toward this program to troubleshoot issues, manage capacity and operations in real-time for our Contractor ID Experts has the best access, information, and control throughout the initial launch. All of our technical resources supporting ID Experts are on-shore, employees, with years of experience in our platform and with delivering similar programs.

We Partner with Epiq for call center operations and mailing services for notification letters:
Epiq's technology-enabled solutions are an important part of our business. But providing best-quality service is our topmost priority. That's why we have taken great care to design service programs that help us meet our most important objective: achieving 100% Participating Entity satisfaction. Nothing is more important to us. We take your feedback very seriously. And, we use what we learn to continually improve our knowledge of the issues and deliver the most reliable, relevant solutions to every professional we serve.

To ensure we remain proactive and responsive to your needs, Epiq has developed a support system based on a network of overlapping support procedures. This includes extensive cross-checks and redundancies. Each Triggering event will be assigned a specific relationship manager who is responsible for monitoring ID Experts projects, helping to both address any challenges and arrive at the best solutions.

8.3 ***(E) Working with Participating Entities***

Describe in detail *how you will work with Participating Entities before, during, and after a data breach. Include information such as:*

- *Personnel who will be involved at various stages (refer to the persons/roles identified in Section 7);*
- *Response times;*
- *Processes and timelines;*
- *Methods of communication and assistance; and*
- *Other information vital to understanding the service you provide.*

Each breach has its unique and specific risk factors, based on the type and sensitivity of the exposed data, and the severity and intent of the party at fault. And each group of Eligible Persons have their unique needs and perceived issues, based on demographic, age, special needs, or other circumstances. Without appropriate analysis and a well-formulated response plan, an organization with a privacy incident exposes themselves to legal, regulatory, business, and reputational risks that can be addressed with a specifically-formulated breach response approach for each Participating Entity.

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A Project Coordinator will be assigned to manage the engagement and work with the Participating Entity through the progression of the breach notification process insuring our partners are prepared and a seamless process ensues. All communication pieces are a part of a much broader communications strategy that we jointly develop with the Participating Entity. The materials are developed to maintain a consistent, proactive message throughout all of our deliverables. This ensures that the population is receiving the same message through our website, notification letter, and call center FAQs. All of our call center scripts are developed to be incident specific and done with the consent and input from the Participating Entity. We will use the specifics of the breach to determine how many call center agents need to be assigned to a specific breach, ensuring that calls are answered quickly by live, trained agents and there are no lengthy hold times. This number of agents is adjusted throughout the engagement to ensure that service level agreements are appropriately managed in order to keep hold times low.

Step 1: Discover, within 24 hours of Triggering Event – Handled by Response Coordinator
First, we will often carry out a forensic analysis, when warranted, to determine if the incident was benign or malicious, who was affected, the source of the breach, type of data breached, and the level of exposure/ acquisition by a third party. It also includes expert data collection, analysis, and production as well as onsite/phone services and third-party experts. Our systemic method for uncovering the facts provides the basis for a sound analysis.

Step 2: Analyze within 4 days – Handled by Project Coordinator and Response Director
We incorporate a unique, staged ID Experts approach, including a patented incident assessment process and our award-winning RADAR® software to determine whether a privacy incident is a data breach that legally requires notification. It identifies the sensitivity of the breached data, the severity of the incident, and any federal and state regulatory obligations.

With this information, we create a "risk score" that encompasses specific state and federal regulations, such as safe harbor, harm test, and specific reporting thresholds and obligations. This step can eliminate the dangers of needless notification or of "over-notifying," as well as demonstrating a consistent, repeatable process to ensure due diligence and compliance in the face of regulatory investigation.

Step 3: Formulate within 4 days Handled by Project Coordinator
Unlike the cookie-cutter approach of most data breach practitioners, YourResponse uses proprietary methods to review the demographic and risk information of Eligible Persons to develop a tailored response model. We separate the affected population into groups based on their specific needs and select a collection of response components that best meets those needs which may include. This ensures a caring, custom response for each member of the affected population, reducing the likelihood of fines, creating "delighted victims," and saving time and money. We provide a paper trail documenting each step of the process, also demonstrating compliance.

Step 4: Respond begin 5-7 days Handled by Project Coordinator and Response Director
Based on this custom template, ID Experts takes care of every aspect of response, again ensuring the most positive outcomes. Thanks to our formulated response planning and scalable resources, ID Experts has a 100% success rate in identity recovery. We have the tools, technologies, and expertise on which organizations can rely.

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Complete Data Breach Care: Applicable to any population size and customizable to meet the demands and legal requirements of each event independently.
When the Participating Entity reports a data breach incident to ID Experts, we will gather the ID Experts DBRT team including to host what we call, a Discovery Call within 24 hours. This process allows both parties to begin discussing the critical details we need for shaping the best response strategy. ID Experts is comprised of individuals who have government security clearances, are certified privacy professionals, and maintain confidential or proprietary incident details with care.

During this initial call our goal is to identify the potential risks for the Participating Entity and the affected population. We will ask where the affected population resides in order to adhere to all state specific laws. Other breach analysis pieces are: what data was compromised, number of people in the affected population, if the compromised data included personal health information (PHI), the manner in which the data was compromised and finally any unique demographic characteristics of the population. These essential details will provide the information we need to determine which state notification and federal regulations need to be followed. Additional entities such as credit bureaus, Attorneys General or The United States Department of Health and Human Services (HHS) may need to be notified of the breach as well. ID Experts can assist your agency in determining all of these requirements and navigating this often complex regulatory environment and provide the risk mediation you will need.

Once we have received this information we will work with the Participating Entity to build a robust communication strategy to be dployed by day 2. This can include notification development and management, mailing, call center, website, media notification, alternate notification, a variety of monitoring solution and recovery. The Participating Entity will determine, with the advice of ID Experts, which services would best serve their industry and the specific individuals affected by the breach. Once these services have been chosen, ID Experts will provide a project plan and timeline of the engagement process. A project manager will be assigned to manage the engagement and work one on one with the Participating Entity through the progression of the breach notification process.

Once ID Experts and the Participating Entity have a jointly created project plan they will begin the notification process within 5 days from reciveding encrypted file from the Particiapting Entity. ID Experts Porject Coordinator will collaborate with the Participating Entity to construct notification letter, identify specific FAQs (frequently asked questions) that are unique to the particular breach, appropriate escalation processes, verbiage for the voice response unit (VRU), launch timeframe, service offerings, etc. The project plan generally allows (with the starting date when the agreement is signed) five days for these deliverables to be completed.

ID Experts appreciates the need for rapid project development and implementation. Once the notification letters have been sent, the call center and website are live and the breach engagement has

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been launched. Once the breach is launched ID Experts will manage all pieces from caller's questions or concerns to future needs and support of the Participating Entity. We have experience that is unique to data breach response and the specific anxiety and concerns affected populations have. ID Experts can provide daily, weekly or monthly reports, as specific by the Participating Entity and engagement. These reports can deliver details on the number of calls received, website hits, "claims" filed, etc. In the final stage of a breach response we will provide a breach closing summary which will specify the details of the breach and how ID Experts assisted the Participating Entity in efficiently notifying and offering protection to all Eligible Persons . Our Participating Entity's often find these summaries appropriate for executive briefings, congressional testimony, or board reviews.

Set-Up Processes 5 – 7 business days Handled by Project Coordinator
Once we receive an encrypted data file, with complete list of confirmed Eligible Persons , our customized notification letters will be sent within 5-7 business days. The only information ID Experts requires to mail and setup the call center would be considered public information, such as name, address, phone number and email address (if available). We will not require SSN, MRN or other PII or PHI. ID Experts will develop a secure data transmission strategy with the Participating Entity and its team.

Our experience coupled with dedicated resources minimize the need for utilizing a Participating Entity's internal resources. ID Experts works one-on-one with the Participating Entity to draft and finalize the notification letters specific to the population and incident. We obtain an encrypted data load of the affected population (without Social Security Numbers) that allows us to customize the letter to each individual. We utilize the services of a business partner who specializes in legal presentment, and a proprietary CRM system that fully integrates the printing process with the letters, and prepares the system to receive calls from those individuals. Every interaction with every individual is digitally captured and retained for seven years on behalf of the organization.

Setup fees vary based on required components of the desired breach response. Fees are based on utilization of the following: website, call center, multiple versions of notification letters (example: employee versus patient), bilingual populations, TTY assistance, etc.

Data Management – Call Center Operations
Our call center agents input the caller information and utilize a CRM system to manage all information surrounding the incident. This information is digitally stored for seven years to provide discoverable evidence if needed for litigation defense. Please note that this database only stores names, addresses and pertinent information regarding the call. We DO NOT store Social Security numbers or other sensitive information.

Once individuals have enrolled in ID Experts services we apply an internal member record. This helps us apply and report any details of their communication with ID Experts (for example, we know if they

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encountered problems, activated credit monitoring, filed a claim or victim theft event report, have an open case, details of that case, scale of certainty (how likely it was that the breach event caused the fraud) etc).

8.4 (E) Notifications to Eligible Persons

Describe in detail how you will work with a Participating Entity to notify Eligible Persons of a Triggering Event. Specifically:

- *Describe your experience assisting with notifications in large-scale breaches (include examples);*
- *Address your ability to meet the varying legal requirements of the Participating Entities; and*
- *Provide a sample Notification Plan (see **Exhibit B**, Paragraph B3.2)*

Notification and Mailing Services

We can send more than 1 million notifications per day; some organizations have the capability of sending the notifications directly to the affected individuals. In either case, it is critical to synchronize the notification schedule, content of communications, and call center servicing support into a cohesive plan to ensure clarity, consistency, and resource availability to fulfill all aspects of each channel for communication.

ID Experts ensures that we are up to date on the rapidly changing legal framework affecting data breach notification and response. ID Experts has close relationships with those responsible for authoring and lobbying for legislation in this area. Our Data Breach Response Team works by balancing the legal requirements along with the broad array of unique communication objectives and best practice principles learned along the way. All of ID Experts deliverables including the notification letter and any included supplemental materials contain required legal language to ensure compliance with applicable state and federal laws. ID Experts also works with regulators on behalf of an organizations after an incident occurs, giving us unique insights into the types of activities, documentation, and outcomes that an organization needs to create a defensible response.

ID Experts will fully manage all mailing services including address verification, returned mail and resending processes (if needed). ID Experts will work with your organization to craft a custom letter that meets all of the legal requirements for notification, while being sensitive to the particular needs of the breach population and the Participating Entity's brand. ID Experts has crafted hundreds of notification letters addressing a wide range of unique objectives or communication challenges. ID Experts has the knowledge and experience to help minimize undesired exposure and minimize overall anxiety of the affected population.

We recommend our Participating Entity's notify via USPS first class mail. Once data is securely transmitted and prepared, all addresses are run through the National Change of Address (NCOA) database. After the initial mailing, any incorrect addresses are returned to our mail house, where we they are tracked as "undeliverable" within the CRM system. At that time we can perform a more in depth address search and re-mail at the Participating Entity's discretion..

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Return handling, including researching undeliverable letters and managing resend process:
A second approach that is costlier is, LexisNexis-is run through the 3 major credit reporting bureaus and uses their current information as well as data collected by banks, credit cards, housing loans, government and various other services. Lexis information is generally much more thorough and up to date as they pull information from multiple sources. They also are able to match against SSN or TIN to provide the most up to date and accurate information. Lexis has a 80-90 percent success rate and over 95% success rate if they use the SSN. Generally, since we don't use SSN with a breach, and we rely on the 80-90% success rate.

This process provides a defensible plan for responding to any investigations that may result from the data breach incident.

In addition to the notification letter, there are many other components that make up our Incident Response Services. Our holistic approach to data breach response ensures consistent communications, discoverable documentation, and a comprehensive and fully integrated CRM (Customer Record Management) system for reporting and record purposes. The CRM system employs the fundamentals of legal presentment and fully integrates the printing/mailing process. For the OPM engagement we sent out 500k-1M notifications per week. It is important in large breach to stagger notification letters, this ensures that all parties including the Participating Entity and ID Experts can keep up with the escalations and inquiries that come with data breaches.

ID Experts can print multiple letter templates in the incidents where Eligible Persons may include, patients, employees and other people who may need special verbiage. In addition, we can send Notifications to regulatory bodies required by state and federal law.

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8.5 *(E) Enrolling Eligible Persons*

Describe in detail the process by which Eligible Persons enroll for services. Include information such as:

- *Methods of enrolling;*
- *Average time required to enroll;*
- *Information required in order to enroll; and*
- *Other information vital to understanding the enrollment process.*

CSID provides direct enrollment online via the Breach Protector Portal and via telephone call to our Member Services Team.

Direct enrollment is CSID's most popular enrollment method available to our partners. For eligible Eligible Persons, CSID recommends that direct enrollment be facilitated through a form in which the affected individual may provide his personal information, in addition to the generation of unique, single use PIN codes. Each method of enrollment can be fulfilled and activated via visiting a corresponding website or calling a toll-free phone number that will be provided by ID Experts. Upon successfully enrolling in CSID's Identity Theft protection services, enrolled Eligible Persons receive confirmation via e-mail.

8.6 *(E) Credit and Identity Theft Monitoring*

Describe in detail the methods used for credit and identity theft monitoring. Specifically:

- *Discuss the depth and variety of identity theft monitoring;*
- *Discuss the frequency of monitoring; and*
- *Include information about any unique or proprietary methods of monitoring.*

Credit Monitoring

CSID activates Single or Tri-Bureau credit report monitoring to impacted individuals upon enrollment. All three of the national credit reporting agencies' credit information are monitored, including Experian, Equifax, and TransUnion. Both Single and Tri-Bureau credit monitoring tracks and alerts activated persons of bankruptcy petitions, liens and judgments, derogatory comments, new credit accounts, credit

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inquiries and credit related activity that has been specifically optimized to deliver alerts that are indicators of fraud or identity theft.

Tri-Bureau credit reports obtain credit data from the three credit bureaus Experian, TransUnion, and Equifax. Tri-Bureau credit report goes back 25+ years as it searches back to the initial creation of the credit header file. Types of credit data include:

Credit Accounts:

- Negative information remains for 7 years from the initial missed payment that led to the delinquency.
- Active positive information can remain on your credit report indefinitely (if a positive account was closed it will typically remain on your report for 10 years from the closure).

Collection Accounts:

- A collection account remains for 7 years from the date the account went into serious delinquent status, often the date of the first 180 days late.

Public Records:

- Chapter 7, 11, and 12 bankruptcies remain for 10 years from the date filed.
- Completed Chapter 13 bankruptcies remain for 7 years from the date discharged, 10 years maximum.
- Tax liens remain for 7 years from the date filed if paid and remain indefinitely if not paid.
- All judgments remain for 7 years from the date filed.

Inquiries:

- Inquiries remain in your credit report for 2 years (24 months). They are only credit impacting (hurt your credit scores) for the first 12 months.

Identity Monitoring

CSID provides the most robust identity monitoring product suite available in the identity theft protection industry. Our identity monitoring is specifically built to address the Federal Trade Commission's analysis of Identity Theft through which they have identified that less than 17% of identity theft triggers a credit monitoring alert. Credit monitoring is part of our solution; but, just as the Federal Trade Commission states, the majority of identity theft happens outside of credit and protection services must address these nine categories:

- **CyberAgent®** - Monitors public and criminal Internet properties and alerts you if CSID finds your information being illegally traded or sold online.
- **Bank Account Takeover Watch** - Your financial accounts are extremely lucrative to identity thieves. CSID monitors if a bank account has been opened using your personal information, and if changes have been made to your existing accounts. All alerts are issued real-time as they occur.
- **SSN Trace** - Your Social Security number is one of the primary elements stolen by identity thieves. CSID will notify you of all current and new names and aliases associated with your SSN. All alerts are issued real-time as they occur.
- **Court Records Monitoring** – CSID tracks municipal court systems for criminal activity, and alert you if there is a match to your name and date of birth. This helps protect you from criminal records being fraudulently traced to you. All alerts are issued real-time as they occur.
- **Arrest Alerts** - Alerts you of criminal offenses reported by law enforcement that match your name and date of birth. All alerts are issued real-time as they occur.

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Exempt – Yellow Highlighted

- **Non-Credit Loan Monitoring** - PayDay loans make for an easy way for a criminal to get fast cash in your name without an SSN. CSID alerts you when a PayDay loan has been opened in your name. All alerts are issued real-time as they occur.
- **Change of Address Monitoring** - Identity thieves may target your mail to collect sensitive personal information. CSID monitors the USPS and let you know if your mail has been redirected. All alerts are issued real-time as they occur.
- **Sex Offender Monitoring** - Reports on sex offenders living and moving into your area, so you are better prepared to make decisions for you and your family. You will also be alerted if a sex offender fraudulently registers using your address. All alerts are issued real-time as they occur.
- **Social Network Monitoring:** Monitor the privacy settings for social networks to alert of exposure of sensitive information as well as proactive monitoring of social network content associated with the individual that may be objectionable or damaging.

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8.7 (E) Alerts/Notifications

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Describe in detail the process of notifying Active Participants of suspicious activity discovered through credit and/or identity theft monitoring. Specifically, discuss:

- ***Methods by which alerts/notifications are made (e.g. phone, text, email, etc.);***
- ***How quickly alerts/notifications are made after discovery of suspicious activity;***
- ***The extent of the information contained in the alerts/notifications;***
- ***Whether the notification includes an assessment of the level of threat; and***

Whether the notifications include any suggested steps for the participant to take. In order to safeguard sensitive personal information, CSID limits the amount of information disclosed in the actual emailed alert itself. The content contains the type of alert (Credit, CyberAgent, etc.), brief content on why the individual is receiving the alert, a link to login to the portal, the email address of CSID support, and the phone number of CSID support. We have included a screen shot of an example credit alert in Exhibit J.

CSID includes assessments of threat level in its alerts via the severity of messaging included in the alert. Our product roadmap includes plans to augment our notifications with severity indicators.

Each alert suggests that the enrolled individual logs in to the portal, at which point more granular "alert actions" are suggested.

Identity theft insurance provided under policies issued to CSID offers reimbursement up to $1m with $0 deductible for expenses associated with identity theft. Financial reimbursement covers these costs and more:

- Lost wages or income
- Attorney and legal fees
- Expenses incurred for refiling of loans, grants and other lines of credit
- Costs of childcare and/or elderly care incurred as a result of identity restoration

Coverage is subject to the conditions and exclusions in the Terms and Conditions in all states, except NY and MN. In NY and MN, coverage is subject to the conditions and exclusions contained in the Certificate of Insurance. Coverage is provided to residents of the United States and Puerto Rico.

8.8 (E) Identity Theft Insurance

Describe in detail:

- ***How you will meet the requirement in Paragraph B5.7 of Exhibit B, Statement of Work;***
- ***The process Active Participants must follow to initiate a claim; and***
- ***Provide a copy of the insurance policy.***

There are five steps an active participant must follow to initiate an insurance claim:

1. The Active Participant contacts ID Experts by calling the support line provided in the breach portal.
2. CSID collects information on active participant, including:
3. First Name
4. Last Name
5. CSID Member ID
6. Enrollment Date

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7. CSID initiates a warm transfer to our dedicated insurance claim line.
8. Insurance company completes claim.
9. Insurance company returns claim decision to CSID. Insurance provider may confirm identity restoration case is in effect to resolve the issue which resulted in the insurance claim.

See Exhibits K, L, and M

8.9 ***(E) Identity Theft Restoration Assistance***

Describe in detail *the services provided to assist Active Participants in restoring stolen identities. Include information such as:*

- *How Active Participants initiate identity theft restoration services;*
- *Any requirements that must be met before an Active Participant can receive restoration assistance; and*
- *The nature of services provided.*

CSID will provide a certified identity theft restoration specialist to all eligible individuals affected by a breach event, regardless of whether they explicitly enroll in a proactive identity monitoring service. For individuals who become a victim of identity theft, CSID provides a full-service team of Certified Identity Theft Restoration Management Specialists to restore the affected individual's identity to a pre-victim status. In order to initiate the restoration service, the affected individual will either call the Members Services phone number provided in the portal, or the affected individual will email the dedicated Member Services support email address that is also provided within the portal.

The only requirement that an Active Participant must fulfill is to be a part of the Eligible Person population as defined by the Participating Entity and be actively enrolled in the identity protection product or have in possession the unique PIN that was provided in the notification letter. If the Participant cannot locate his PIN code, our Member Services team can look up the PIN code on his behalf and assist the Participant in enrolling into the portal.

Full-Service Identity Restoration is provided to both adults and minors. Full-Service is defined by the means in which we offload the work of restoring the identity for the individual through the use of a Limited Power of Attorney (LPOA) and an FTC Affidavit. In our program, a Certified Identity Theft Restoration Management Specialist works on the individual's behalf using a Limited Power of Attorney (LPOA) and an FTC Affidavit. Using these two tools fundamentally changes the outcome of identity theft for the affected individual by allowing a highly skilled specialist work on restoring their identity without the need for the individual to be directly involved. Instead of spending literally hundreds of hours of their own time, the affected individual is getting no less than weekly updates on their case and the peace of mind of knowing that their case is being worked better than they could do themselves

Our identity theft restoration specialists are Fair Credit Reporting Act (FCRA) certified and Fair and Accurate Credit Transactions Act (FCTA) certified by the Consumer Data Industry Association. They are also certified by The Institute of Fraud Risk Management as Certified Identity Theft Risk Management Specialist. It's important to note that these highly skilled specialists have expertise in working a wide variety of different case types. As mentioned, identity theft occurs in a number of areas outside of an individual's credit file. This team is very tenured working cases with banking institutions, the IRS, local

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and state governments, utility companies, pay day loan institutions, and all three credit bureaus. In addition to the skill of our member services representatives, our Director of Member Services is a Certified Call Center Professional from Purdue University's College of Call Center Excellence.

All Identity Restoration cases are initiated within 15 minutes of being reported to our Member Services team via email, web chat, or US mail, and typically initiated immediately when begun over the phone. We understand the importance of speed when it comes to initiating Identity Restoration cases, but our focus on speed will never diminish our overall standards of customer service. While many other providers of Identity Theft Restoration services in the industry rely on automated responses and scripted messaging to both initiate and carry forward restoration cases, we will always have a dedicated Restoration Specialist assigned to an identity theft victim within the timeframe described above.

We have investigated over 10,000 identity theft cases and are proud to report a 100% resolution rate.

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Full Service Identity Theft Restoration Case Study:
• Certified Identity Restoration Specialist: Rose
• Case Type: Credit & Bank Fraud
• CASE OVERVIEW: Member had a car loan opened for $30,000 as well as a credit card with Navy Federal Credit Union. In working the member's case we also discovered that the member had several other accounts in his name that were opened fraudulently as well as multiple credit inquiries
• CASE DETAILS: Member was made aware of an auto loan opened in his name with Navy Federal Credit Union. Upon calling them, we discovered that there was also a checking, savings and credit card account opened with a credit limit of $17,500 opened fraudulently. The member was enrolled into our credit monitoring services and in viewing a copy of his credit reports several, additional fraudulent inquiries were found. The member was also made aware of an account with Crest Financial coming out of his PNC Account. Our Identity Restoration Specialist was able to work all of the fraudulent accounts to completion on the individual's behalf using a Limited Power of Attorney (LPOA) and an FTC Affidavit.
• OUTCOME: CSID was able to get all accounts closed and cleared as fraud and all the fraudulent inquiries were removed off the credit reports.
• RESOLUTION: The Case is closed and resolved in member's favor.

8.10 (E) Customer Service

Describe in detail how you ensure excellent customer service is provided to all Eligible Persons , Active Participants and representatives of Participating Entities. Include:

- *Quality assurance measures;*
- *Escalation plan for addressing problems and/or complaints; and*
- *Service Level Agreement (SLA). Please note that the terms and conditions of this RFP and all exhibits take precedence over any conflicting terms and conditions in the SLA.*

ID Experts monitors several performance statistics real time and daily.

These stats include:

Service Levels, Adherence to Schedules, Utilization, Handle Times, and Wrap-UpTime of Eligible Persons. We also live monitor and remote monitor phone agent interactions daily to assure conformance to our quality standards. All calls are monitored or recorded for quality assurance. Our primary measurement is customer satisfaction surveys. We send one to each Active Participant after every Active Participant contact. Minimum objective is a 4.7 out of 5 rating in 5 different areas. Our SLA's will as agreed upon by ID Experts and the Participating Entity. However, our goal is to answer 80% of all calls within 30 seconds or less. We monitorseveral performance statistics real time and daily which can be provided to each Participating Entity.

These stats include:

- Service Levels
- Adherence to Schedules
- Agent Utilization
- Handle Times
- Wrap-Up Specifics and Time

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Once ID Experts and the Participating Entity have a jointly created project plan they will begin the preocess of notification to the Eligible Persons within 5 days from recivedingencrypted file from the Particiapting Entity. ID Experts will collaborate with the Participating Entity to construct notification letter, identify specific FAQs (frequently asked questions) that are unique to the particular breach, appropriate escalation processes, verbiage for the voice response unit (VRU), launch timeframe, service offerings, etc. The project plan generally allows (with the starting date when the agreement is signed) five days for these deliverables to be completed. ID Experts appreciates the need for rapid project development and implementation. Once the notification letters have been sent, the call center and website are live and the breach engagement has been launched.

Once the breach is launched ID Experts will manage all pieces from Affected Indvidual caller's questions or concerns to future needs and support of the Participating Entity. We have experience that is unique to data breach response and the specific anxiety and concerns affected Eligible Persons have. ID Experts can provide daily, weekly or monthly reports, as specified by each Participating Entity and engagement. These reports can deliver details on the number of calls received, website hits, "claims" filed, etc. In the final stage of a breach response we will provide a breach closing summary which will specify the details of the breach and how ID Experts assisted the Participating Entity in efficiently notifying and offering protection to all Eligible Persons . Our Participating Entity's often find these summaries appropriate for executive briefings, congressional testimony, or board reviews.

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Professionalism, Helpfulness, Overall Satisfaction and Likelihood to Recommend our Service. In addition to observing calls we check a percentage of records for each customer service agent for accuracy and report error rates monthly for experienced reps and weekly for new hires.

During an active engagement, members of our DBRT team are monitoring calls in a "real time" manner that ensure rapid change request fulfillment and staffing efficiencies. At ID Experts, the safety of our Active Participant's information is a primary concern. ID Experts is staffed to manage multiple data breach events simultaneously. We have 3 Project Managers who work under the Project Coordinator that each handle multiple cases at one time, and our call center and mail house can scale to meet the demands of million-record breaches in a matter of days. While we very rarely run into situations where projects must be prioritized, we typically focus on those that have the shortest regulatory response window first, thereby ensuring our Participating Entity's won't be out of compliance with state or federal laws.

If we choose to engage Epiq their Customer Service:
Epiq employees seasoned agents who have interacted with Eligible Persons on hundreds of settlements and breach response campaigns. With that experience, there is an unparalleled expertise that we pass on to our Eligible Persons . Interaction with the call center is one of communicating with coherent, courteous and knowledgeable agents who help you to navigate the often complex and multi-phased components usually inherent in a breach. To further ensure the quality of the experience and the accuracy of the information disseminated, calls are anonymously monitored both real-time and after-the-fact through digital call recordings.

Before anyone is allowed to take to work, they are screened by our onsite staffing agents and then reevaluated in the training process. All phone agents undergo case specific training, industry training, and our Call Center 101 training. 101 training covers a variety of topics including, Epiq's service standards, how to keep the call on track, listening and checking for understanding, de-escalation techniques, etc.

Agents have multiple tools available to assist in the delivery of information to Eligible Persons . Ready Reference® is an intranet-based tool that "scripts" information about the relevant settlement through questions and answers of the most commonly discussed topics. Ready Reference is a living, interactive knowledge management tool that is updated as the settlement progresses. Call Center Agents also see available information about the incoming call – including the incoming phone number, length of time in queue and total length of the call. This can be helpful to the agent in understanding the caller's immediate experience and better informs their interaction with the caller. Call Center Agents also have access to all Settlement websites maintained by Epiq, allowing them visibility into the same information Eligible Persons might be viewing while on the phone (or that actually prompted the phone call). Depending on the settlement/breach response and the demographic makeup of the class, such access is indispensable since many Eligible Persons have questions on navigating the website and submitting claims online.

Distinction comes with the quality of agents, depth of relevant experience and access to the tools that maximize the Eligible Persons' experience. With our prior case experience and already-trained call center agents, counsel can rest assured that the Eligible Persons' experiences will be accurate, pleasant

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and efficient.

8.11 ***(E) Available Language Options***

All services must be performed by employees who can communicate clearly in English (see Sections 7.3 and 7.4). Are you also able to provide services to Eligible Persons and Active Participants in languages other than English? If so, provide a list of available languages that may be selected by Participating Entities and any limitations to the services that can be provided in those languages.

We are capable of translating for 208 languages, and can staff onsite for English, Spanish,French, German, Japanese and Chinese.

8.12 ***(ME) Security of Information***

***Describe in detail** the measures you take to protect sensitive customer information. **At a minimum, Offeror must describe how it meets the requirements in Exhibit B, Paragraph B7.3**. Offeror may also include information such as:*

- *Other standards that vendor's system meets or exceeds (e.g. NIST 800-53; ISO-27001);*
- *Processes for managing exposures to system vulnerabilities and preventing malware infections;*
- *Frequency of vulnerability assessment and penetration testing;*
- *Incident response practices;*
- *Access controls such as restricted privileges and access rights, remote access authentication and automatic session timeouts;*
- *Method by which you will dispose of Active Participants' information following completion of Contract Services (see **Exhibit B, Paragraph B7.4**).*

Internal systems to securely manage, track, and support communication to Eligible Persons

Train agents using well-tested and established training protocols for the Contact Center. Beyond the automated system, the primary focus of Victim support will be to develop a comprehensive reference database of consistent and uniform messaging for use throughout the Program. Our proprietary interface that interacts with this data, is a robust platform that nimbly navigates through pages of content for use by Contact Center agents, as well as specialists who may be responding to written inquiries or handling incoming calls from Victims or interested parties. The reference database will be thoroughly reviewed and vetted with the Participating Entity and then used for training, including pre-launch role playing practice through one-on-one and group review. Such preparation ensures maximum effectiveness of budget for this activity and mitigates risks often associated with Contact Center agents responding to questions with misguided information or answers not based on approved content.

The reference database will also be routinely reviewed and updated as directives change or unforeseen situations arise and are addressed by ID Experts and PARTICIPATING ENTITY. The plan will document when these issues arise and how they are addressed and when the developed scripting should be used, highlighting any restrictions regarding the dissemination of such information.

All users accessing ID Experts servers at ViaWest facilities (managed network/servers provider) require two-factor authentication. This includes ViaWest onsite users as well as ViaWest and ID Experts remote access users. ID experts utilizes user passwords (what they know) and AuthAnvil one-time passwords (what they have) for authentication. All users must authenticate on the network using their username

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and password, and then can only access the server with the AuthAnvil one-time password. Protection of Personal Identifiable Information (PII) is paramount to our data operation and platform management. As a result, we meet all requirements in SSAE 16 SOC1 and SOC2.

The Systems use McAfee ePO suite to provide Host Based Intrusion Prevention, Firewall, and AntiVirus. The security solution enables continuous protection (Host based intrusion prevention, Antimalware) monitoring, alerting, and baseline configuration compliance. The system leverages an isolated active directory domain specific to the NIST 800-53A FISMA Moderate System Cluster. Management access to the system will require two-factor authentication through a Cisco VPN Participating Entity. Data at rest is encrypted with Microsoft EFS. Claims database leverages whole-database SQL Transparent encryption. Logging auditing and alerting of all actions in the environment will be monitored 24x7 through Systems SEIM
(McAfee Nitro SEIM).

CSID monitoring services bring a fundamentally unique approach to this program in our access, control andresources. We have dedicated resources to direct specifically toward this program to troubleshoot issues, manage capacity and operations in real-time, and deliver ad-hoc reporting to ensure that the Participating Entity has the best access, information, and control throughout the initial launch and ongoing support of the program. All of our technical resources supporting this program are on-shore employees, with years of experience in our platform and with delivering similar programs.

CSID systems meet or exceed the following standards and compliances:

1. Level 1 Payment Card Industry – Data Security Standard (PCI-DSS) Service Provider: CSID is a certified PCI Level 1 Service Provider, which confirms that security standards are in place for storing, transmitting, and processing cardholder data.
2. International Organization for Standardization (ISO) 27001: CSID adheres to the ISO 27001 standards and specifications for an information security management system.
3. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171: CSID adheres to the NIST SP 800-171 publication and guidelines for protecting controlled unclassified information in nonfederal information systems and organizations.
4. Statement on Standards for Attestation Engagements (SSAE) 16 SOC1 Type II (formerly SAS70 Type II): CSID receives an annual third-party audit recognizing and reporting that CSID has appropriate operational controls in place.
5. Experian Independent Third Party Assessment (EI3PA): CSID is EI3PA certified – Experian specific certification to confirm that CSID has appropriate security standards in place for storing, transmitting, and processing credit bureau data.
6. Fair and Accurate Credit Transactions Act (FACTA): CSID complies with FACTA rules and regulations.
7. Fair Credit Reporting Act (FCRA): CSID complies with FCRA rules and regulations.
8. Gramm-Leach-Bliley Act (GLB): CSID follows requirements described in the GLB Act, specifically including the Financial Privacy Rule, Safeguards Rule, and Pretexting Protection Rule.
9. 201 CMR 17:00: Per our auditor, CSID is compliant with the: standards for the protection of personal information of residents of the Commonwealth.
10. EU Safe Harbor Certified: CSID is compliant with "Safe Harbor Framework" and was certified by the Department of Commerce. The Framework was approved by the EU in 2000 and gives companies that

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abide by the Principles assurance that the EU will consider their practices "adequate" privacy protections for EU citizens.

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9 COST PROPOSAL AND BILLING PROCEDURE

9.1 (ME) COST PROPOSAL

Use the format established in **Exhibit F** to respond to the Cost Proposal of this RFP, and identify it as "Cost Proposal – RFP16000145 Data Breach and Credit Monitoring Services". Altering the format or conditioning the cost on acceptance of additional/conflicting terms or limitations may result in a finding that your proposal is non-responsive.

The Offeror must provide a fully-burdened rate which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, profit, and supplies.

9.2 ADMINISTRATIVE FEES

Offerors must include the 0.25% NASPO ValuePoint Administrative Fee in the prices provided in **Exhibit F, Cost Proposal**, as detailed in Paragraph 26 of **Exhibit C, NASPO ValuePoint Master Agreement Terms and Conditions.**

Notwithstanding Paragraph 6 of **Exhibit A, Solicitation Instructions to Vendors** and Paragraph 5 of **Exhibit D, State of Idaho Standard Contract Terms and Conditions**, Offerors <u>should not</u> include the 1.25% State of Idaho Administrative Fee. Each Participating Entity may negotiate an additional Administrative Fee with Contractor(s) in their Participating Addendum.

9.3 INVOICING

Contractors shall invoice Participating Entities monthly for services provided the previous month. Payment terms will be according to **Exhibit C, NASPO ValuePoint Master Agreement Terms and Conditions** unless other payment terms are negotiated in a Participating Addendum.

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EXHIBIT A – SOLICITATION INSTRUCTIONS TO VENDORS
RFP16000145 Data Breach and Credit Monitoring Services

1. AUTHORITY TO PURCHASE: The Administrator of the Division of Purchasing, Department of Administration or the Administrator's delegates are the only statutory agents authorized to execute Contracts for the procurement of goods and services, unless exempted pursuant to statute or rule.

2. E-PURCHASING: The State of Idaho, Division of Purchasing and many individual Agencies utilize the Idaho
e-Procurement System (IPRO), an electronic procurement system. Depending upon which profiling options vendors select in IPRO, vendors may be sent e-mail notifications of acquisition opportunities on those Solicitations electronically posted.

3. ELECTRONIC SIGNATURES: IDAPA 38.05.01.061 specifically allows for electronic signatures on responses submitted to formal solicitations. For vendors submitting via IPRO, IPRO processes all information electronically on the Internet. Signatures by both the submitting Vendor and the State when using IPRO may be electronic and electronic signatures used with IPRO are as fully binding and legal for the State's purchasing process as a manually affixed signature. Any reference in these *Solicitation Instructions to Vendors* to "signed," "signature," "manually signed in ink," or equivalents will include electronic signatures.

4. DEFINITIONS: Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716 or IDAPA 38.05.01.011.

A. Agency. All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.

B. Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.

C. Bidder – A Vendor who has submitted a Bid.

D. Contract - Contract means any state written agreement, including a Solicitation or specification documents and the accepted portions of the Solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.

E. Contractor - A Vendor who has been awarded a Contract.

F. Invitation to Bid – All documents, whether attached or incorporated by reference, utilized for soliciting formal sealed Bids.

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G. Offeror – A Vendor who has submitted a proposal in response to a Request for Proposals for Property to be acquired by the State.

H. Property. Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interests in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.

I. Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.

J. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

K. Request for Quotation – The document, form or method generally used for purchases solicited in accordance with small purchase or emergency purchase procedures.

L. Request for Proposals (RFP) – Includes all documents, whether attached or incorporated by reference, utilized for soliciting competitive Proposals and is generally utilized in the acquisition of services or complex purchases.

M. Solicitation – An Invitation To Bid, a Request For Proposals or other document issued by the purchasing activity for the purpose of soliciting Bids, Proposals or Quotations to perform a Contract.

N. State – The state of Idaho including each Agency unless the context implies other state(s) of the United States.

O. Vendor – A person or entity capable of supplying Property to the State.

5. AWARD METHOD: Contracts may only be awarded to the "Lowest Responsible Bidder." The Lowest Responsible Bidder is defined by Idaho Code Section 67-5716(9) as "The responsible bidder whose bid reflects the lowest acquisition price to be paid by the state; except that when specifications are valued or comparative performance examinations are conducted, the results of such examinations and the relative score of valued specifications will be weighed, as set out in the specifications, in determining the lowest acquisition price." When deemed to be in the best interest of the State, and set forth in the Solicitation documents, additional consideration may be given to the elements of discounts, supply location, quality of products or previous service, delivery time, or other elements.

[redacted]

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7. DETERMINATION OF RESPONSIBILITY: The State reserves the right to make reasonable inquiry about or from the submitting Vendor or from third parties to determine the responsibility of a submitting Vendor. Such inquiry may include, but not be limited to, inquiry regarding financial statements, credit ratings, references, potential subcontractors, and past performance. The unreasonable failure of a submitting Vendor to promptly supply any requested information may result in a finding of non-responsibility.

8. SOLICITATION AMENDMENTS: It will be the Vendors' responsibility to check for any amendments to the solicitation document(s) prior to submitting a Bid, Proposal, or Quotation. In the event it becomes necessary to revise any part of the Solicitation, amendment(s) will be made available via IPRO. Information given to one Vendor will be available to all other Vendors if such information is necessary for purposes of submitting a Bid, Proposal or Quotation, or if failure to give such information would be prejudicial to uninformed Vendors.

9. NOTICE OF EFFECTIVENESS: No Contract is effective until the authorized State purchasing official has signed the Contract (which signature may be electronic), and the effective or award date has passed. The Vendor shall not provide any goods or render services until the Contract has been signed by the State purchasing official and the Contract has become effective. Furthermore, the State is in no way responsible for reimbursing the Vendor for goods provided or services rendered prior to the signature by the authorized State purchasing official and the arrival of the effective date of the Contract.

10. ECONOMY OF PREPARATION: If submitting a response to a solicitation, responses should be prepared simply and economically, providing a clear, complete and concise description of the Offeror's capabilities to satisfy the State's requirements.

11. SPECIFICATIONS: Specifications describe the Property the State wants to acquire. Vendors are encouraged to review the specifications closely and present written questions within the time prescribed in the Solicitation to the designated purchasing official. See also Paragraph 14 on Administrative Appeals. The State is prohibited from accepting Property that does not meet the minimum specifications pursuant to Idaho Code Section 67-5726(4) and Section 67-5736.

12. LAWS: The laws governing the State's purchases of goods and services are found in Idaho Code Section 67-5714 through Section 67-5744 and IDAPA 38.05.01 et seq., both available on the Internet at http://purchasing.idaho.gov/rules_and_policies.html. It is the Vendor's responsibility to conform to ALL applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Vendors in meeting applicable requirements but is not exhaustive and the State will not be responsible for any failure by any Vendor to meet applicable requirements.

13. PREFERENCE FOR IDAHO SUPPLIERS FOR PURCHASES: Idaho preferences are governed by Idaho Code Section 67-2349 (Reciprocal Preference) and Idaho Code Section 60-101 – 103 (Printing).

14. ADMINISTRATIVE APPEALS: The laws applicable to administrative appeals are set forth at Idaho Code Section 67-5733(1)(a) (Specification Appeals), Idaho Code Section 67-5733(1)(b) (Bid Rejection

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Appeals), Idaho Code Section 67-5733(1)(c) (Bid Award Appeal), and Idaho Code Section 67-5733(1)(d) (Sole Source Appeal).

15. SUBMISSION FORMS:

A. Manual Submissions – For manually sealed and submitted Bids or Proposals, a submitting Vendor must use the State's supplied signature page (or other binding document as specified) when submitting its Bid or Proposal. The signature page must be manually signed in ink or contain an electronic signature of an authorized agent of the submitting Vendor and returned with the submission package. Manually submitted Bids or Proposals submitted without the signature page or other binding document shall be found nonresponsive and will not be considered. An incomplete, modified or unsigned signature page will be cause for a finding of non-responsiveness. Submissions must be completed either in ink or typewritten. Forms or figures written in pencil are not acceptable. Mistakes should not be erased but may be crossed out and corrections inserted next to the errors and initialed IN INK (or with an electronic signature) by the person signing.

B. Submission Forms – Manual Quotations – For manually submitted Quotations, the submitting Vendor may use any
response and submission form authorized by the Request For Quotation, including oral, telephonic, facsimile, e-mail, regular mail or via IPRO.

C. Submission Forms – Electronic – For Vendors using IPRO, proper completion of the electronic forms is required.

D. Submission Forms – Manual or Electronic – Regardless of Submission Form, Vendor warrants by submitting a Bid, Proposal or Quotation that it accepts the State of Idaho Standard Contract Terms and Conditions and the Solicitation Instructions to Vendors, and any Special Terms and Conditions identified in the Solicitation. Additionally, one or more of the following may be applicable:

1. If the Vendor is a corporation, partnership, sole proprietorship or other legal entity, and employs individual persons, by submitting its Bid, Proposal or Quotation, vendor warrants that any Contract resulting from this Solicitation is subject to Executive Order 2009-10 (http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract; or

2. If Vendor is a natural person eighteen (18) years of age or older,

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a. by submitting its Bid, Proposal or Quotation, warrants that its Bid, Proposal or Quotation is subject to Idaho Code section 67-7903 and, pursuant thereto, by submitting its Bid, Proposal or Quotation, attests, under penalty of perjury, that it is
a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law; and

b. prior to being issued a Contract, Vendor will be required to submit proof of lawful presence in the United States in accordance with Idaho Code Section 67-7903.

16. BID AND REQUEST FOR PROPOSAL SUBMISSIONS:

A. Manual Submissions – Unless otherwise stated elsewhere in the Solicitation, the submission package or envelope must be **SEALED** and plainly marked in the **LOWER** left corner with the following: (i) the name of the item or service being sought; (ii) opening date and time; and (iii) the Solicitation number. This information is found in the Solicitation document. The submitting Vendor's return address must appear on the envelope or package. Any Bid sheets and the signature page containing an authorized signature must be submitted in a sealed envelope or package. **(Do not respond to more than one Solicitation in the same envelope!)** A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above, and enclosed inside the "Express/Overnight" shipping container or package. No responsibility will attach to the State, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. No oral, telephone, facsimile or late submissions will be considered. All submissions must be received at the physical address designated for courier service and time/date stamped by the purchasing activity prior to the closing date and time. It is the submitting Vendor's responsibility to timely submit its Bid or Proposal in a properly marked envelope, prior to the scheduled closing, for receipt in sufficient time to allow the submission to be time and date stamped prior to the closing time.

B. Bid Submissions – Electronic – For Bids or Proposals submitted electronically via IPRO, the submitting Vendor is the individual or entity as it is profiled in IPRO. Vendors submitting electronically must complete all steps in the IPRO submission process prior to the scheduled closing date and time.

C. Late Submissions – It is the submitting Vendor's responsibility to ensure that its Bid, Quotation, or Proposal is delivered or electronically submitted to the place designated for receipt prior to the specified closing time. Late submissions will not be considered under any circumstances. The official time used in the receipt of manual submissions is determined by the automatic time/date stamp located at the physical address designated for receipt of Bids, Quotations or Proposals. Electronic submissions will use IPRO's time to determine receipt time. No responsibility will be assumed for delays in the delivery of mail by the U.S. Post Office, private couriers, the intra-State mail system, or for the failure of any computer or electronic equipment. Submitting Vendors are advised that the intra-State mail system may increase delivery time from Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL NOT BE ACCEPTED, AND WILL BE RETURNED TO THE SUBMITTING VENDOR. NO DEVIATIONS WILL BE ALLOWED.**

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17. TABULATION INFORMATION:

Manual/Electronic Opening – Electronic and manually distributed Solicitations will contain detailed information regarding closing/opening dates and times. Vendors may attend openings of manually submitted Solicitations at the place, date, and time specified on the Solicitation. At that time, for Bids, the names of Bidders and Bid amount will be announced. For Proposals, only the names of the Offerors will be announced. No other information will be disclosed at that time. Individuals may request tabulation information when it becomes available. No tabulation information will be given over the phone.

18. TERMS AND CONDITIONS OF ENSUING CONTRACT: Any ensuing Contract will be governed by the *State of Idaho Standard Contract Terms and Conditions*, any applicable Special Terms and Conditions and, if applicable, any negotiated provisions, all as specified in the Solicitation. Unless otherwise identified in the Solicitation, no additional or supplemental terms and conditions submitted by the submitting Vendor as part of its response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to the Solicitation and any ensuing Contract. If additional or supplemental terms and conditions, either intentionally or inadvertently appear separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that *the State of Idaho Standard Contract Terms and Conditions* and any Special Terms and Conditions in the Solicitation are the only conditions applicable to the Solicitation and any ensuing Contract and the submitting Vendor's authorized signature affixed to the signature page form attests to this. If you condition your Bid or Proposal on such additional terms and conditions, your Bid or Proposal will be deemed nonresponsive. **IF YOU HAVE QUESTIONS OR CONCERNS REGARDING THE STATE'S TERMS AND CONDITIONS, ADDRESS THEM IN WRITING TO THE DESIGNATED PURCHASING OFFICIAL WITHIN THE TIME PERIOD PRESCRIBED PRIOR TO THE SOLICITATION CLOSING DATE.**

19. PRE-OPENING SOLICITATION WITHDRAWALS OR MODIFICATION:

A. Manual – Manual submissions may be withdrawn or modified only as follows: Bids or Proposals may be withdrawn or modified prior to the closing by written communication signed by the submitting Vendor. Bids or Proposals may be withdrawn prior to closing in person upon presentation of satisfactory evidence establishing the individual's authority to act on behalf of the submitting Vendor. Any withdrawing or modifying communication must clearly identify the Solicitation. A modifying letter should be worded so as **NOT** to reveal the amount.

B. Pre-Opening Solicitation Withdrawals – Electronic – A submitting Vendor using IPRO may withdraw a previously submitted Solicitation response at any time prior to the closing by submitting another response with a zero unit price for each affected line item of the Solicitation and inserting the words "WITHDRAWAL OF PREVIOUSLY SUBMITTED BID" in the comments field for each affected line item or may select the "INTENTIONAL NO BID" checkbox in IPRO.

C. Pre-Opening Solicitation Modification – Electronic – A submitting Vendor using IPRO may modify or

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change a previously submitted Solicitation response at any time prior to the closing by amending its solicitation response in IPRO and resubmitting (i.e. adding or removing attachments, modifying pricing, etc.).

20. REJECTION OF BIDS AND PROPOSALS AND CANCELLATION OF SOLICITATION:

A. Prior to the issuance of a Contract, the State shall have the right to accept or reject all or any part of a Bid, Proposal or Quotation or any and all Bids, Proposals and Quotations when: (i) it is in the best interests of the State; (ii) the Bid, Proposal or Quotation does not meet the minimum specifications; (iii) the Bid, Proposal or Quotation is not the lowest responsible Bid, Proposal or Quotation; (iv) a finding is made based upon available evidence that a submitting Vendor is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill Contract requirements; or (v) the item offered deviates to a major degree from the specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the Solicitation requirements). Deviations will be considered major when such deviations appear to frustrate the competitive Solicitation process or provide a submitting Vendor an unfair advantage.

B. Prior to the issuance of a Contract, the State shall have the right to reject all Bids, Proposals, or Quotations or to cancel a Solicitation. Cancellation may be for reasons that include, but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) Property is no longer required; (iv) there is a change in requirements; (v) all submissions are deemed unreasonable or sufficient funds are not available; (vi) Bids, Proposals or Quotations were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the Solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the State.

21. BURDEN OF PROOF: It shall be the responsibility and burden of the submitting Vendor to furnish, with its original submission, unless otherwise provided in the Solicitation, sufficient data for the State to determine whether or not the property offered conforms to the specifications.

22. ALTERNATE BIDS: Multiple bids submitted by a single submitting Vendor, or a submitting Vendor's alternate bids, **WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.**

23. DISCOUNTS: Discounts, when applicable, shall be shown in a single net percentage figure (e.g. 57-1/4% instead of 50, 10, and 5 percent). **DISCOUNTS FOR PROMPT PAYMENT WILL BE ACCEPTED BUT CANNOT BE USED IN DETERMINING THE LOWEST BID.**

24. UNIT PRICES GOVERN: Unit prices shall govern. IMPORTANT: Prices must be given in the "unit of measure" required in the Solicitation. Example: If the Solicitation requires an item by the "piece," submit pricing by the "piece." If the Solicitation requires an item by the "foot," submit pricing by the "foot."

25. FIRM PRICES: The submitting Vendor agrees that its Bid, Quotation or Proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing date, unless otherwise

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identified in the Solicitation. No Bid, Quotation or Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the date and time of closing, no price change will be allowed, unless otherwise stated in the Solicitation. All Bids, Quotations and Proposals must be in U.S. Dollars.

26. ORAL INFORMATION: Questions concerning a Solicitation must be directed in writing to the designated purchasing official in the period of time prescribed in the Solicitation. Bids, Proposals, or Quotations deviating from the specifications by any means other than that which is allowed by an amendment to the Solicitation written and issued by the State will be subject to rejection. The State will not be responsible for any verbal or oral information given to Vendors by anyone other than an authorized purchasing official who has provided information in writing. Reliance on any oral representation is at the Vendor's sole risk.

27. GOVERNMENTAL USE ONLY: Unless otherwise noted in the Solicitation, all purchases made pursuant to the Solicitation are for the internal use of government only and will not be resold to the general public at retail. Upon request, the State will issue a certification that all purchases made pursuant to the Solicitation are intended for the internal use of government and will not be resold to the general public at retail.

28. PUBLIC RECORDS:

A. The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the state of Idaho) regardless of the physical form or character. All, or most, of the information contained in your response to the State's Solicitation will be a public record subject to disclosure under the Public Records Law. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. If you consider any material that you provide in your Bid, Proposal or Quotation to be a trade secret, or otherwise protected from disclosure, you **MUST** so indicate by marking as "exempt" **EACH PAGE** containing such information. Marking your entire Bid, Proposal or Quotation as exempt is not acceptable or in accordance with the Solicitation or the Public Records Law and **WILL NOT BE HONORED.** In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable or in accordance with the Public Records Law and **WILL NOT BE HONORED.** Prices that you provide in your Bid, Proposal or Quotation are not a trade secret. The State, to the extent allowed by law and in accordance with these Solicitation Instructions, will honor a designation of nondisclosure. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel **PRIOR TO SUBMISSION** of your Bid, Proposal or Quotation.

B. If your Bid, Proposal or Quotation contains information that you consider to be exempt, you must also

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submit an electronic redacted copy of the Bid, Proposal or Quotation with all exempt information removed or blacked out. The State will provide this redacted Bid, Proposal or Quotation to requestors under Idaho Code Sections 355 et seq. Submitting Vendors must also:

1. Identify with particularity the precise text, illustration, or other information contained within each page marked "exempt" (it is not sufficient to simply mark the entire page). The specific information you deem "exempt" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as "exempt."

2. Provide a separate document with your Bid, Proposal or Quotation entitled "List of Redacted Exempt Information," which provides a succinct list of all exempt material noted in your Bid, Proposal or Quotation. The list must be in the order in which the material appears in your Bid, Proposal or Quotation, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text or other information; or in a manner otherwise sufficient to allow the State to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.

C. Vendor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor's failure to designate individual documents as exempt. The Vendor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Vendor, the Vendor shall provide the legal defense for such claim.

29. LENGTH OF CONTRACT: Pursuant to Idaho Code Section 67-5717(9), the State may enter into Contracts, including leases and rentals, for periods of time exceeding one (1) year provided that such Contracts contain no penalty to or restriction upon the State in the event cancellation is necessitated by a lack of financing for any such Contract or Contracts.

30. LEASE-PURCHASE OPTIONS: Idaho Code Section 67-5721 reads, in part, as follows: "Any exercise of an option to acquire (goods, services, parts, supplies and equipment), or any other procedure which shall serve to pass title to the state where no passage of title existed before, shall be deemed to be a new acquisition and prior to execution all applicable provisions and procedures of this chapter [67-5714 through 67-5744] shall be exercised." (NOTE: This provision is **NOT** applicable to time purchase or installment purchase Contracts).

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EXHIBIT B – Statement of Work

RFP16000145 Data Breach and Credit Monitoring Services

B1 CONTRACT ADMINISTRATION

B1.1 Contract Manager

The Contractor must provide a Contract Manager as the single Point of Contact (POC) for management of the NASPO ValuePoint Master Agreement, administered by the State of Idaho.

For the purposes of this engagement, Jeremy Henley will serve as the Contract Manager and the Point of Contact for management of the NASPO ValuePoint Master Agreement, administered by the State of Idaho.

B1.2 Participating Entity Point of Contact

The Contractor must provide a single POC for each Participating Entity. The POC must be available during the regular business hours of the assigned Participating Entity. The Contractor may assign the same POC to more than one Participating Entity.

Jeremy will serve as the Point of Contact for all Participating Entities. Jeremy is available 24x7 for services to Participating Entities.

B1.3 Annual Conference

The Lead State may require an annual conference with the Contractor to review contract issues and/or Contractor performance. Conferences may be held in Boise, Idaho or by conference call, at the option of the Lead State.

ID Experts will participate in annual conferences held by the Lead State.

B2 Service Activation

B2.2 Participating Entity Point of Contact

The Contractor must provide a single POC for each Participating Entity. The POC must be available during the regular business hours of the assigned Participating Entity. The Contractor may assign the same POC to more than one Participating Entity.

Jeremy will serve as the Point of Contact for all Participating Entities. Jeremy is available 24x7 for services to Participating Entities.

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B2.2 *A Participating Entity may elect to use a limited selection of services rather than all services provided under this RFP. For example, a Participating Entity may activate Call Center and Credit Monitoring/Identity Theft Monitoring Services but not Notification Services.*

Participating Entity can choose to use ID Experts services at anytime in an ala cart fashion, opting to utilize some and not all of the services set forth in this RFP.

B2.3 It is anticipated that a Participating Entity would elect to activate services upon a *Triggering Event; however:*

B2.3.1 *Participating Entities shall not be required to activate services under any circumstances; and*

B2.3.2 *Participating Entities may activate services at any time.*

ID Experts understand that Participating Entities may choose to activate services upon a triggering event, however, Participating Entities shall not be required to activate services under any circumstances and they may activate services at any time.

B2.4 *Each Participating Entity has sole discretion to determine if and when it will activate services and to define the eligibility requirements for Eligible Persons to register for the services provided under the Master Agreement and Participating Addendum.*

ID Experts understand that each Participating Entity has sole discretion to determine the eligibility requirements for registration of our monitoring services under the Master Agreement and Participating Addendum.

B2.5 *Activation of services shall commence upon written notification to the Contractor by a Participating Entity.*

B2.5.1 The Participating Entity will provide the Contractor with a list of Eligible Persons as detailed in Paragraph B5.1.1.

If the Participating Entity chooses to activate services under the NASPRO MSA, they shall provide written notification to the ID Experts and provide us with a list of Eligible Person as outlined in Paragraph B5.1.1.

B2.5.2 *The Participating Entity may provide a Frequently Asked Question (FAQ) script to ensure Contractor staff provide consistent responses to inquiries about the Triggering Event. When an FAQ is provided by the Participating Entity, the Contractor shall direct Contractor staff in its use.*

The Participating Entity may provide a list of FAQ's, however, the Project Coordinator may make suggestions on improvements to the FAQ based our experience in handling breaches. The FAQ is used to assist the Participating Entity in developing a robust communication platform and ensuring that the messaging is consistent for all communication, including: website, notification letters and PR Campaigns

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should the participating Entity choose to utilize those services.

B3 Notifications TO AFFECTED INDIVIDUALS

B3.1 *States have unique rules governing the need to notify affected persons of Triggering Events, including content and timing requirements.*

B3.2 *Upon award of a Master Agreement and execution of Participating Addenda, the Contractor must work with each Participating Entity to develop a sample Notification Plan and template based on each Participating Entity's requirements in order to facilitate timely notification in the event of a Triggering Event.*

Detailing ID Experts General Management Approach

Each breach has its unique and specific risk factors, based on the type and sensitivity of the exposed data, and the severity and intent of the party at fault. And each group of affected individuals have their unique needs and perceived issues, based on demographic, age, special needs, or other circumstances. Without appropriate analysis and a well-formulated response Notification Plan, an organization with a privacy incident exposes themselves to legal, regulatory, business, and reputational risks that can be addressed with a specifically-formulated breach response approach.

The Solution: ID Experts YourResponse™

ID Experts YourResponse is a proprietary, patented methodology for analyzing and responding to a data breach incident that will result in the most positive outcomes. It analyzes the unique nature and response requirements of each privacy incident to determine if notification is required. If so, it formulates the best components for the response. This analytically rigorous process is the industry's only comprehensive breach analysis and response methodology. Once the specific plan is determined the operational components are then engaged through our systems and network of dedicated and long-term partners.

Depending on the requirements of the Participating Entity and the facts uncovered regarding specific data breach event ID Experts frequency leverages our subcontractors and ID Experts essentially becomes the Project Coordinator or general contractor for a breach response. This ensures we can deliver the products, services and security that our Participating Entities expect. Being focused entirely on the data breach response issue has allowed ID Experts the opportunity to source the best solutions for breach response. We then combine them to achieve the positive outcomes we are known for by managing subcontractors that deliver unique services at very high levels.

Primarily these subcontractors have included Epiq Systems, which we first contracted in 2006 to perform larger breach responses. They have state of the art systems that allow us have extreme reporting, quality control measures and a high level of security in place for our response work for all the printing and mailing as well as call center components of breach response. Our other primary subcontractor is CSIDentity, which provides ID Experts different levels of the identity monitoring solutions, has done so since 2009. We have the ability to not only customize identity protection product for our Participating Entitys but also scale websites and enrollment capabilities for any size of event.

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YourResponse
ID Experts YourResponse employs a unique four-step methodology for data breach response that takes into account the unique nature of each incident and the best way to meet our Participating Entity's requirements using our project management expertise and data breach knowledge.

B3.2 Upon award of a Master Agreement and execution of Participating Addenda, the *Contractor must work with each Participating Entity to develop a sample Notification Plan and template based on each Participating Entity's requirements in order to facilitate timely notification in the event of a Triggering Event.*

B3.2.1 *The Notification Plan may include information including but not limited to:*

- *An overview of the Participating Entity's requirements;*
- *A general timeline for the Participating Entity notifying the Contractor of the Triggering Event, the Participating Entity providing information to the Contractor, and the Participating Entity determining whether or not the Contractor will send notifications to affected persons;*
- *A template notification that Contractor may send to affected persons, or customize for a specific Triggering Event, at the option of the Participating Entity;*
- *A general timeline for the Participating Entity approving the draft notification and the Contractor sending the notifications; and*
- *The Participating Entity's selected method of sending notifications.*

Step 1: Discover:
Responsibility: Response Director
Time Frame: within 24 hours
The first step of our process typically includes a Discovery Call "including incident response decision makers from the Participating Entity and the ID Experts Data Breach Response Team. This call can take place via conference call, in person (allow one day for travel), or via WebEx. We will ask about the status of the collection of facts necessary to make an analysis on the incident. Should our Participating Entity need assistance with a forensic investigation to determine the "who/what/when/where's" of the event, ID Experts can provide a team of forensic experts to be onsite (if necessary) within 24 hours.

During the Discovery call we will gather the relative information to help build a solution that will mitigate the risks the event may be up against:
Timing requirements required by the agency

a. Demographics and data affected to help coordinate appropriate monitoring solutions
b. Strategize utilizing websites and setting up secure online enrollment processes
c. Secure data transfer using encryption
d. Iron out any additional security or operational requirements

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These essential details will provide the information we need to analyze the requirements and begin formulating the best approach for responding to the specific incident.

Step 2: Analyze
Responsibility: Project Coordinator
Time Frame: within day 1 after getting the data

We incorporate a unique, staged ID Experts approach, including a patented incident assessment process and our award-winning RADAR™ software to determine whether a privacy incident is a data breach that legally requires notification. It identifies the sensitivity of the breached data, the severity of the incident, and any federal and state regulatory obligations.

With this information, we create a "risk score" that encompasses specific state and federal regulations, such as safe harbor, harm test, and specific reporting thresholds and obligations. This analysis objectively determines if an incident is indeed a breach — and provides supporting documentation. Our unique analysis step can eliminate the dangers of needless notification or of "over-notifying," as well as demonstrating a consistent, repeatable process to ensure due diligence and compliance in the face of regulatory investigation. At the conclusion of this stage ID Experts and our Participating Entity will know what is required for compliance with a breach and we can move on to the third step to formulate the best way to deliver the unfortunate news to the customers and employees.

B3.2.2 *The Notification Plan and template must be approved by the Participating Entity and in place within sixty (60) days of execution of the Participating Addendum. If a Triggering Event occurs prior to the development and approval of a Notification Plan and template, the Contractor must immediately work with the Participating Entity to make the required timely notifications.*

ID Experts will must work with each Participating Entity to develop a sample Notification Plan and template within 60 days of execution of the Participating Addendum based on each Participating Entity's requirements in order to facilitate timely notification in the event of a Triggering Event. If a Triggering Event occurs prior to the development and approval of a Notification Plan and template, the Contractor must immediately work with the Participating Entity to make the required timely notifications.

Step 3: Formulate
Responsibility: Response Director and/or Project Coordinator
Time Frame: within day 1 after getting the data

Unlike the cookie-cutter approach of most data breach practitioners, ID Experts YourResponse uses proprietary methods to review the demographic and risk information of affected individuals to develop a tailored response model.

We can partner with our Participating Entity to build a robust Notification Plan (example is below and Attachment #1) and communication strategy to accommodate their resources. *The* Notification Plan and template will be jointly created and approved by the Participating Entity and in place within sixty (60) days of execution of the Participating Addendum. If a Triggering Event occurs prior to the development and approval of a Notification Plan and template, the Contractor must immediately work with the Participating Entity to make the required timely notifications.

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B3.3 *Upon notification by a Participating Entity that a Triggering Event has occurred which requires notifications, and at the option of the Participating Entity, the Contractor must prepare, print, and send all notifications via the delivery method specified by the Participating Entity.*

B3.3.1 *The Participating Entity shall provide written approval of any notice prior to it being sent.*

Upon written notification notification from a Participating Entity that a Triggering Event has occurred which requires notifications, and at the option of the Participating Entity, ID Experts will prepare, print, and send all notifications via the delivery method specified by the Participating Entity.

This includes all notification pieces, including a letter, email, call center scripting, an informational website, and media/PR releases. Our services can also include credit monitoring, specific literature and education on data breaches, call center agents, alternate/multiple notification letters, and notifications to regulatory bodies, if required.

Our Participating Entities determine, with the advice of ID Experts, which services would best serve their incident and the specific individuals affected by the breach.

ID Experts can collaborate with the Participating Entity to construct a notification letter. This process can be managed 100% by ID Experts or shared with the Participating Entity depending on internal resources they may wish to utilize. The notification letter is fully customized to the Participating Entity's needs and to adhere to all federal and state legal requirements for notification. Our experience will help guide the Participating Entity to focus on taking a proactive approach to remediating the breach and making sure that the population is provided the highest level of customer service, thereby minimizing the risks and exposure of our Participating Entity and the individual.

Data Breach Services
Responsibility: Response Director and/or Project Coordinator
Time Frame: within day 1 to 5 after getting the data

ID Experts can fully manage all data breach services, which include:

- Credit Reports
- Address Verification
- Skip Tracing
- Call center support with IVR
- Dedicated Voice Response Unit (VRU)
- Website development and hosting
- Live dedicated agent
- Media support
- Credit Risk Assessment
- Customer Relations Management (CRM) System
- Legal Notification Development and/or Delivery

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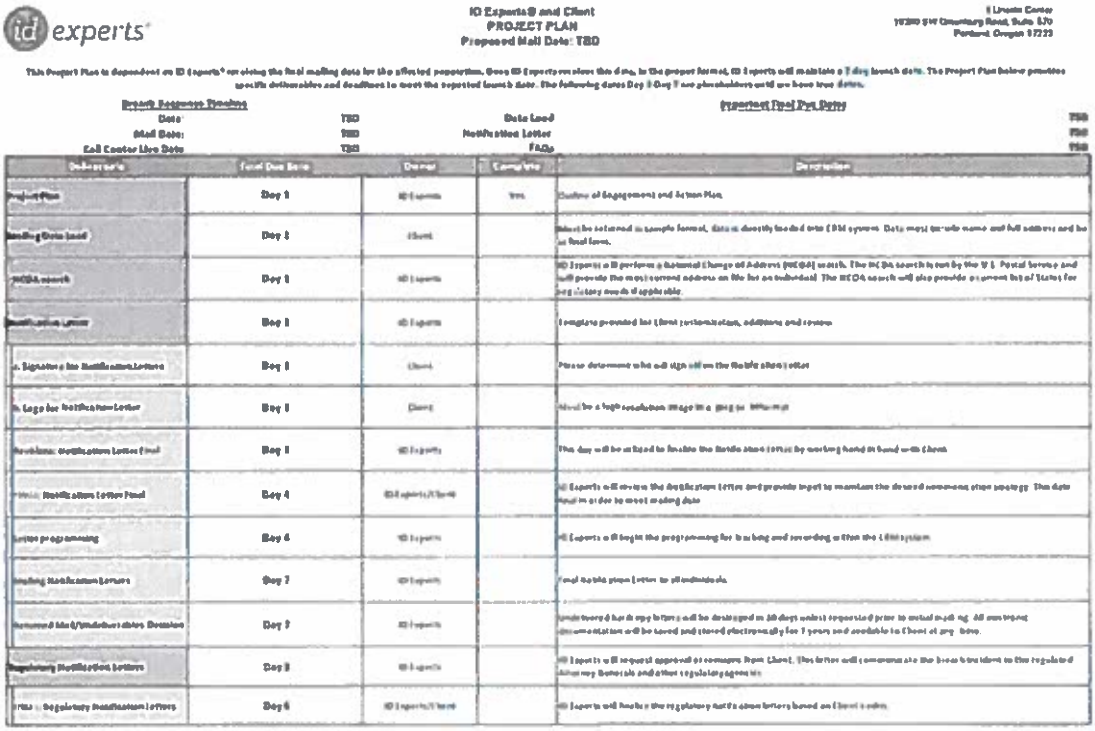
Re-Mail: After the initial mailing, if there are any incorrect addresses they are returned to our mail house, and we are able to perform a more in depth address search and re-mail at the Participating Entity's discretion. Skip-tracing is one example of an additional service that can be utilized at the Participating Entity's discretion to locate an individual. Special considerations may also be made for extremely antiquated data sets.



ID Experts® and Client
PROJECT PLAN
Proposed Mail Date: TBD

This Project Plan is dependent on ID Experts® receiving the final mailing data for the affected population. Once ID Experts receives this data, in the proper format, ID Experts will maintain a 7 day launch date. The Project Plan below provides specific deliverables and deadlines to meet the expected launch date. The following dates Day 1-Day 7 are placeholders until we have true dates.

Breach Response Timeline

Date:	TBD
Mail Date:	TBD
Call Center Live Date	TBD

Important Final Due Dates

Data Load	TBD
Notification Letter	TBD
FAQs	TBD

Deliverable	Final Due Date	Owner	Complete	Description
Project Plan	Day 1	ID Experts	Yes	Outline of Engagement and Action Plan.
Mailing Data Load	Day 2	Client		Must be returned in sample format, data is directly loaded into CRM system. Data must include name and full address and be in final form.
NCOA search	Day 1	ID Experts		ID Experts will perform a National Change of Address (NCOA) search. The NCOA search is run by the U.S. Postal Service and will provide the most current address on file for an individual. The NCOA search will also provide a current list of States for regulatory needs if applicable.
Notification Letter	Day 1	ID Experts		Template provided for Client customization, additions and review.
a. Signature for Notification Letters	Day 1	Client		Please determine who will sign off on the Notification Letter.
b. Logo for Notification Letter	Day 1	Client		Must be a high resolution image in a .jpeg or .tiffs.mat.
Revisions: Notification Letter Final	Day 1	ID Experts		This day will be utilized to finalize the Notification Letter by working hand in hand with Client.
Final: Notification Letter Final	Day 4	ID Experts/Client		ID Experts will review the Notification Letter and provide input to maintain the desired communication strategy. This date must in order to meet mailing date.
Letter programming	Day 4	ID Experts		ID Experts will begin the programming for tracking and recording within the CRM system.
Mailing Notification Letters	Day 7	ID Experts		Final Notification Letter to all individuals.
Returned Mail/Undeliverables Decision	Day 7	ID Experts		Undeliverable hard copy letters will be destroyed in 30 days unless requested prior to initial mailing. All electronic documentation will be saved and stored electronically for 7 years and available to Client at any time.
Regulatory Notification Letters	Day 8	ID Experts		ID Experts will request approval or remarks from Client. This letter will communicate the breach incident to the regulated Attorney Generals and other regulatory agencies.
Final: Regulatory Notification Letters	Day 6	ID Experts/Client		ID Experts will finalize the regulatory notification letters based on Client's edits.

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B4 GENERAL CALL CENTER

Call Center:
Post launch, ID Experts will manage all elements of the response, from caller questions and concerns to future needs and support of the Participating Entity. We have experience that is unique to data breach response and the specific anxiety that various populations may experience. Using a Customer Record Management (CRM) system, ID Experts will digitally track and record all communications with the population. The CRM system initially identifies the callers as members of a specific breach, then immediately routes them to the custom FAQs and live agent assistance. Once connected, the agent will verify the caller's identity by using a *unique code printed on the

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notification letter, ensuring the individual should have access to the information. The CRM system also tracks all notification letters to delivery and records and stores all call center conversations for compliance and customer support services. Our systems log all communication and are stored by ID Experts on the Participating Entity's behalf for a until the time of commencement of the services rendered at which time they will be appropriately disposed of according to the provisions of the Participating Entity.

The specific tasks we will perform in establishing the Call Center Component handled by the Project Coordinator include the following:

B4.1 *The Contractor must provide a general call center that may be reached via toll free number twenty-four hours per day, seven days per week (24x7), every day of the* year.

B4.2 *The Contractor must provide a dedicated phone number for each individual Triggering Event.*

ID Experts will establish a dedicated domestic and if needed international toll-free number for each Participating Entities Triggering Event open 24 hours a day 7 days a week every day of the year and visible in the materials developed for distribution to potential Victims or interested parties.

Develop call flow and recorded messaging, targeting spoken languages with straightforward architecture, which clearly communicates Program requirements and options by phone.

- Incorporate language selection functionality to facilitate ease of use for English and Spanish language speakers and other languages as needed, enabling meaningful access to information about the Program by all.
- Configure call flow architecture for ease of navigation through system functions.
- Configure the agent interface for automated call disposition capture based on subject matter and type of inquiry (e.g., identity monitoring enrollment, caller complaint, community advocacy group inquiry, out of scope issue, etc.)
- Develop scripting for agents to address questions raised by callers not addressed in automated messaging, on the website or in the materials developed for distribution to potential Victims or interested parties.
- Train agents using well-tested and established training protocols for the Contact Center.
- Ability to fluctuate agent staffing to manage hundreds of thousands of callers down to a handful of callers within a given day

B4.3 *Staff at the call center must answer general questions regarding services, eligibility, and enrollment in a courteous and professional manner, using the FAQ script, if provided by the Participating Entity.*

Professionalism, Helpfulness, Overall Satisfaction and Likelihood to Recommend our Service. In addition to observing calls we check a percentage of records for each customer service agent for accuracy and report error rates monthly for experienced reps and weekly for new hires.

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Individuals will be able to call the dedicated support line (both a TFN and an international direct phone line) for enrollment support and questions about the event. For callers that may have additional questions outside the scripted FAQs or demand further assistance, ID Experts works with the Participating Entity to customize an escalation plan. Typically, the first escalation from the call center is to the ID Experts' Project Coordinator. In the event, we are not able to sufficiently satisfy the caller, a plan will be put in place to escalate the call to the appropriate individual within the organization. This process will be determined prior to the engagement launch to ensure no caller experiences poor service.

The last component of the planning process is to select the most appropriate monitoring and protection solution(s) for the specific data breach scenario. ID Experts and its partners provide the most combinations of services on the market to protect and monitor individuals at the highest level possible.

Credit Monitoring (Provided by CSID)

The suite of services provided for monitoring an enrolled individual include:

- Credit Report and Monitoring: Includes monitoring of all three credit bureaus for credit inquires, delinquencies, judgments and liens, bankruptcies, new loans and more, as well as a tri-bureau credit report to review all existing accounts for the possible existence of historical misuse of the individual's credit.
- CyberAgent® Internet Surveillance: Dark Web monitoring of underground websites, chat rooms and malware, 24/7 to identify trading or selling of your personal information, like SSN's, bank accounts, email addresses, medical ID numbers, driver's license numbers, passport numbers, credit and debit cards, phone numbers, and other unique identifiers
- PayDay Loan Monitoring: Monitor short-term, high-interest payday loans that do not require credit inquiries to alert an individual if any of these quick cash loans have been taken out in their name.
- Bank Account Takeover Watch: Monitors if a bank account has been opened using your personal information, and if changes have been made to your existing accounts.
- Credit Card Application Flagging: Credit cards are among the most commonly targeted accounts by identity thieves. Monitors if your personal information has been used to open or apply for a new credit card account.
- Court, Criminal, and Probation Records Monitoring: Monitor Court, Criminal, and Probation Records to alerting an individual to any Court Records associated with their identity.
- Arrest and Bookings Alerts: Monitor for criminal arrests and bookings reported by law enforcement that match an individual's identity.
- Change of Address Monitoring: Monitor the National Change of Address database to alert an individual if someone has rerouted their mail
- Social Security Number Trace: Monitor public record databases and credit header files to alert an individual to any names, aliases and addresses associated with their identity
- Sex Offender Monitoring: Monitor the sex offender registries to alert an individual if a Sex Offender has falsely registered using their personal information including name and address

Step 4: Respond

Responsibility: Response Director and/or Project Coordinator

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Time Frame: day 5 after getting the data

Based on this custom template, ID Experts takes care of every aspect of response, again ensuring the most positive outcomes. ID Experts services include the Project Management of multiple subcontractors allowing ID Experts to scale our response with our Participating Entity's needs. ID Experts has unmatched capacity with our network of partners allowing us to deliver the plan designed in the formulate phase. Thanks to our formulated response planning and scalable resources, ID Experts has a 100% success rate in identity recovery. We have the tools, technologies, and expertise on which organizations can rely. Once the services discussed in the formulate stage have been discussed, ID Experts will provide a Notification Plan and timeline of the engagement process with the Participating Entity. A Project Coordinator will be assigned to manage the engagement and work with the Participating Entity through the progression of the breach notification process insuring our partners are prepared and a seamless process ensues. All communication pieces are a part of a much broader communications strategy that we jointly develop with the Participating Entity. The materials are developed to maintain a consistent, proactive message throughout all of our deliverables. This ensures that the population is receiving the same message through our website, notification letter, and call center FAQs. All of our call center scripts are developed to be incident specific and done with the consent and input from the Participating Entity. We will use the specifics of the breach to determine how many call center agents need to be assigned to a specific breach, ensuring that calls are answered quickly by live, trained agents and there are no lengthy hold times. This number of agents is adjusted throughout the engagement to ensure that service level agreements are appropriately managed in order to keep hold times low. Our SLA's will as agreed upon by ID Experts and the Participating Entity. However, our goal is to answer 80% of all calls within 30 seconds or less. We monitor several performance statistics real time and daily. These stats include:

- Service Levels
- Adherence to Schedules
- Agent Utilization
- Handle Times
- Wrap-Up Specifics and Time

Conclusion

When faced with a data breach, most organizations go straight from discovery to response, risking customer confidence, lawsuits, and fines, and spending needless resources. ID Experts YourResponse considers the unique nature of each incident, assesses if it is a breach that requires notification, and formulates a response plan that meets the needs of every member of the Eligible Persons and the Participating Entity, which was affected. This includes the products offered and the operational aspect of delivering the, in many cases, massive amounts of notifications. When the incident is large additional planning is required and built into our unique process. This process requires additional discovery about the Participating Entity's wishes for speed and expense management. Sending notices in waves is always an easier project to manage; however, in some cases speed is just as critical as well as having the phone answered quickly by a trained and

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knowledgeable call center agent. This is an area where ID Experts' approach is superior since our only focus is on management of this process, which is not compromised by other business drivers like many competing providers experience conflicts. The results? You'll create "delighted victims"; save time and money; and reduce the risk of complaint filings, fines, investigation, and lawsuits.

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B5 CREDIT MONITORING/IDENTITY THEFT PROTECTION

The Contractor must provide the following minimum products and services to all Active Participants:

Project Team and Management Information

Complete Data Breach Care: Applicable to any population size and customizable to meet the demands and legal requirements of each event independently.
When the Participating Entity reports a data breach incident to ID Experts, we will gather the ID Experts CIRT team to host what we call, a Discovery Call within 24 hours. This process allows both parties to begin discussing the critical details we need for shaping the best response strategy.

During this initial call our goal is to identify the potential risks for the Participating Entity and the Eligible Persons. We will ask where the Eligible Persons resides in order to adhere to all state specific laws. Other breach analysis pieces are: what data was compromised, number of people in the Eligible Persons, if the compromised data included personal health information (PHI), the manner in which the data was compromised and finally any unique demographic characteristics of the population. These essential details will provide the information we need to determine which state notification and federal regulations need to be followed. Additional entities such as credit bureaus, Attorneys General or The United States Department of Health and Human Services (HHS) may need to be notified of the breach as well. ID Experts can assist your agency in determining all of these requirements and navigating this often complex regulatory environment and provide the risk mediation you will need.

Once we have received this information we will work with the Participating Entity to build a robust communication strategy to be deployed by day 2. This can include notification development and management, mailing, call center, website, media notification, alternate notification, a variety of monitoring solution and recovery. The Participating Entity will determine, with the advice of ID Experts, which services would best serve their industry and the specific individuals affected by the breach. Once these services have been chosen, ID Experts will provide a Notification Plan and timeline of the engagement process. A Project Coordinator will be assigned to manage the engagement and work one on one with the Participating Entity through the progression of the breach notification process.

Once ID Experts and the Participating Entity have a jointly created Notification Plan they will begin the notification process within 5 days from recieveding encrypted file from the Particiapting Entity. ID Experts will collaborate with the Participating Entity to construct notification letter, identify specific FAQs (frequently asked questions) that are unique to the particular breach, appropriate escalation processes, verbiage for the voice response unit (VRU), launch timeframe, service offerings, etc. The Notification Plan generally allows (with the starting date when the agreement is signed) five days for these deliverables to be completed. ID Experts appreciates the need for rapid project development and implementation. Once the notification

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letters have been sent, the call center and website are live and the breach engagement has been launched.

Once the breach is launched ID Experts will manage all pieces from caller's questions or concerns to future needs and support of the Participating Entity. We have experience that is unique to data breach response and the specific anxiety and concerns Eligible Persons have. ID Experts can provide daily, weekly or monthly reports, as specific by the Participating Entity and engagement. These reports can deliver details on the number of calls received, website hits, "claims" filed, etc. In the final stage of a breach response we will provide a breach closing summary which will specify the details of the breach and how ID Experts assisted the Participating Entity in efficiently notifying and offering protection to all affected individuals. Our Participating Entitys often find these summaries appropriate for executive briefings, congressional testimony, or board reviews.

B5.1.1 *When a Participating Entity notifies the Contractor that it wishes to activate services, the Participating Entity will provide a list including names and addresses of all Eligible Persons.*

B5.1.2 *The Contractor must begin enrolling Eligible Persons who choose to become Active Participants as soon as it receives the list described in Paragraph B5.1.1.*

Set-Up Processes

Responsibility: Project Coordinator

Time Frame: day 5 after getting the data

Once we receive an encrypted data file, with complete list of confirmed affected individuals, our customized notification letters will be sent within 5-7 business days. The only information ID Experts requires to mail and setup the call center would be considered public information, such as name, address, phone number and email address (if available). We will not require SSN, MRN or other PII or PHI. ID Experts will develop a secure data transmission strategy with the Participating Entity and its team.

Our experience coupled with dedicated resources minimize the need for utilizing a Participating Entity's internal resources. ID Experts works one-on-one with the Participating Entity to draft and finalize the notification letters specific to the population and incident. We obtain an encrypted data load of the Eligible Persons (without Social Security Numbers) that allows us to customize the letter to each individual. We utilize the services of a business partner who specializes in legal presentment, and a proprietary CRM system that fully integrates the printing process with the letters, and prepares the system to receive calls from those individuals. Every interaction with every individual is digitally captured and retained for seven years on behalf of the organization.

Setup fees vary based on required components of the desired breach response. Fees are

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based on utilization of the following: website, call center, multiple versions of notification letters (example: employee versus patient), bilingual populations, TTY assistance, etc.

Data Management
Our call center agents input the caller information and utilize a CRM system to manage all information surrounding the incident. This information is digitally stored for seven years (unless otherwise agreed upon) to provide discoverable evidence if needed for litigation defense. Please note that this database only stores names, addresses and pertinent information regarding the call. We DO NOT store Social Security numbers or other sensitive information.

Once individuals have enrolled in ID Experts services we apply an internal member record. This helps us apply and report any details of their communication with ID Experts (for example, we know if they encountered problems, activated credit monitoring, filed a claim or victim theft event report, have an open case, details of that case, scale of certainty (how likely it was that the breach event caused the fraud) etc).

Small Breach Response: Applicable to incidents that impact less than 100 individuals
For events that affect less than 100 individuals, ID Experts will provide the most cost affective approach to managing credit monitoring on a case by case basis. The Participating Entity will have a choice of automatically enrolling or utilizing a block of membership enrollment codes. Automatically enrolling the population will ensure that they receive immediate coverage. While utilizing enrollment codes, allows the Eligible Persons to elect enrollment. Both mechanisms will allow The Participating Entity to quickly respond to a data breach that affects less than 100 individuals

B5.1.5 *The Contractor shall not automatically subscribe or enroll Active Participants in follow-on services, require Active Participants to enroll in follow-on services, or imply that follow-on services are otherwise required by Active Participants. Follow-on services are any additional services offered by the Contractor that are not included in the Master Agreement or Participating Addendum.*

ID Experts does not automatically subscribe or enroll Active Participants in follow-on services, require Active Participants to enroll in follow-on services, or imply that follow-on services are otherwise required by Active Participants. Follow-on services are any additional services offered by the Contractor that are not included in the Master Agreement or Participating Addendum.

B5.1.6 *Contractor must terminate services to each Active Participant at the end of each Enrollment Term as defined in Paragraph B5.2. There must not be an automatic renewal of the service to the Active Participant. Contractor must notify each Active Participant in writing of the upcoming service termination no later than one (1) month before the expiration of the services provided.*

ID Experts will terminate services to each Active Participant at the end of each Enrollment Term as

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defined in Paragraph B5.2. There will not be an automatic renewal of the service to the Active Participant. Id Experts will notify each Active Participant in writing of the upcoming service termination no later than one (1) month before the expiration of the services provided.

Respond to impacted individuals in a quick and caring way with a high level of customer service and satisfaction

Our telephony and IVR infrastructure is based on a commercial-off-the-shelf (COTS) IVR platform. Our platform and architecture along with our highly optimized data models have been well tested with thousands of prior data breach Participating Entitys and other scenarios with similar stress/size requirements. That is, this is not a risky choice for the agency, because we have done it all before for other agencies.

Epiq,s Victim Support System is fronted by the automated, toll-free, IVR System that will initially answer all calls into Epiq's Contact Center (for large breaches). The IVR System will have multiple components: call flow control, individualized response, and access to Contact Center agents during regular business hours, and standard reporting data and metrics. Callers to the toll-free number will be greeted by the IVR System and presented a menu of options: including options to get more information about the Program, request a Claims Package, or obtain customer support. The caller may navigate through the IVR by pressing corresponding buttons on the caller's phone. If the IVR does not provide an answer to the caller's question, the call will be relayed to a Contact Center agent for resolution during regular scheduled hours.

If a consumer chooses to request monitoring services, the IVR will perform a reverse automatic number identification (RANI) home street address lookup based on the number that the caller is calling from. If the number is not the caller's home number or is blocked and unavailable to the IVR, the IVR will prompt the caller to type in a home phone number. Based on the RANI match, the system will speak the first few numbers (up to five) of the street address matched to that telephone number. The caller will then validate the address. Our system will also capture tracking information about the call.

Beyond the automated system, the primary focus of Victim support will be to develop a comprehensive reference database of consistent and uniform messaging for use throughout the Program. Our proprietary interface that interacts with this data, *ReadyReference*, is a robust platform that nimbly navigates through pages of content for use by Contact Center agents, as well as specialists who may be responding to written inquiries, handling incoming calls from Victims or interested parties. The reference database will be thoroughly reviewed and vetted with Participating Entity and then used for training, including pre-launch role playing practice through one-on-one and group review. This is always completed in person with our project management team present since our partner Epiq Systems is located a few miles from ID Experts headquarters offices in Portland, Oregon. Such preparation ensures maximum effectiveness of budget for this activity and mitigates risks often associated with Contact Center agents responding to questions with misguided information or answers not based on approved content.

The reference database will also be routinely reviewed and updated as directives change or unforeseen situations arise and are addressed by ID Experts and Participating Entity. The plan will

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document when these issues arise and how they are addressed and when the developed scripting should be used, highlighting any restrictions regarding the dissemination of such information.

Assisting callers requires that we move them from awareness of the event to understanding purpose and intent and finally, as applicable, to action, be it requesting the monitoring protection. This will require coordination of messaging as well as delivery by adept staff that is well-versed in the terminology and principles at play with data breach concerns as well as potential for identity theft. Such focused and refined skills are atypical for Call Centers where goals are usually driven by minimizing wait times and average call handling.

The specific tasks we will perform in establishing the Call Center Component include the following:

- Establish a toll-free number visible in the materials developed for distribution to potential Victims or interested parties.
- Develop call flow and recorded messaging, targeting spoken languages with straightforward architecture, which clearly communicates Program requirements and options by phone.
- Incorporate language selection functionality to facilitate ease of use for English and Spanish language speakers, enabling meaningful access to information about the Program by all.
- Configure call flow architecture for ease of navigation through system functions.
- Configure the agent interface for automated call disposition capture based on subject matter and type of inquiry (e.g., identity monitoring enrollment, caller complaint, community advocacy group inquiry, out of scope issue, etc.)
- Develop scripting for agents to address questions raised by callers not addressed in automated messaging, on the website or in the materials developed for distribution to potential Victims or interested parties.
- Train agents using well-tested and established training protocols for the Contact Center.

B5.2 ***Enrollment Term***

Eligible Persons that elect to become Active Participants shall receive Credit Monitoring/Identity Theft Monitoring and Alerts/Notifications for a period of one (1) year. The Participating Entity may elect to provide Active Participants services for additional period(s) of not less than one (1) year each.

Protect the Eligible Persons to the Furthest Extent Possible

Our identity protection platform provided by our second long-term subcontractor and partner, CSID, provides the most comprehensive suite of monitoring services available in the industry – coupling credit data from all three credit reporting agencies (Equifax, TransUnion, and Experian) with a full set of identity monitoring services purpose built to address the areas where individuals experience some of the most damaging aspects of identity theft.

B5.3 ***Credit Monitoring***

The Contractor must provide daily monitoring of one (1) or three (3) of the three (3) major credit bureaus, depending on the level of services elected by the Participating Entity. Contractor must monitor for activity including, but not limited to, new lines of credit and credit inquiries.

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Per the FTC, less than 17% of identity theft would ever show up on a credit report. As a result, credit monitoring is important, but it is not the keystone to identity protection. In our platform, we provide complete credit monitoring and credit reports from one or all three national credit-reporting agencies. Individuals enrolling in the service will have their reports made available and monitoring activated upon enrollment in the protection service. Alerts are delivered within 24 hours of being reported and the individual will have to authenticate in order to access any protected information from their credit file.

B5.4 ***Identity Theft Monitoring***

The Contractor must provide monitoring designed to detect theft of an Active Participant's identity. Examples of such monitoring include, but are not limited to: monitoring of new accounts, public records, address changes, non-credit/payday loans, and scanning of underground/black market websites for use of PII.

Suite of Services Provided for Monitoring an Enrolled Individual

- **Credit Report and Monitoring:** Includes monitoring of all three credit bureaus for credit inquires, delinquencies, judgments and liens, bankruptcies, new loans and more, as well as a tri-bureau credit report to review all existing accounts for the possible existence of historical misuse of the individual's credit.
- **CyberAgent® Internet Surveillance:** Dark Web monitoring of underground websites, chat rooms and malware, 24/7 to identify trading or selling of your personal information, like SSN's, bank accounts, email addresses, medical ID numbers, driver's license numbers, passport numbers, credit and debit cards, phone numbers, and other unique identifiers
- **PayDay Loan Monitoring:** Monitor short-term, high-interest payday loans that do not require credit inquiries to alert an individual if any of these quick cash loans have been taken out in their name.
- **Bank Account Takeover Watch:** Monitors if a bank account has been opened using your personal information, and if changes have been made to your existing accounts.
- **Credit Card Application Flagging:** Credit cards are among the most commonly targeted accounts by identity thieves. Monitors if your personal information has been used to open or apply for a new credit card account.
- **Court, Criminal, and Probation Records Monitoring:** Monitor Court, Criminal, and Probation Records to alerting an individual to any Court Records associated with their identity.
- **Arrest and Bookings Alerts:** Monitor for criminal arrests and bookings reported by law enforcement that match an individual's identity.
- **Change of Address Monitoring:** Monitor the National Change of Address database to alert an individual if someone has rerouted their mail
- **Social Security Number Trace:** Monitor public record databases and credit header files to alert an individual to any names, aliases and addresses associated with their identity
- **Sex Offender Monitoring:** Monitor the sex offender registries to alert an individual if a Sex Offender has falsely registered using their personal information including name and address

The point is that these products actually work. The statistics from the OPM "Employee Records" breach illustrate the value of comprehensive identity monitoring as there were more than 200% more identity alerts than credit alerts in the first month of the OPM breach response program going live. Specific examples include:

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- **123,365 CyberAgent alerts** on compromised ID credentials
- **59,546 Credit Monitoring alerts, <u>most of which were not identity theft</u>** (e.g. the individual was being alerted to activity that was actually them)
- **1,569** Change of Address alerts
- **970** Court Records alerts
- **420** Payday Loan alerts

To further the point, our CyberAgent monitoring product is proactively identifying compromised information for Participating Entity personnel every day. This is the category of information that individuals (and agencies) would want to know to mitigate risks to themselves and their employers as this is very often the vector of attack for many of the breach incidents both in public and private sector.

B5.5 *Alerts/Notifications*

The Contractor must provide alerts/notifications to Active Participants related to anomalous or suspicious activities identified by the Contractor through Contractor's Credit Monitoring and Identity Theft Monitoring. Contractor must notify Active Participants via the notification method identified by the Active Participant within twelve (12) hours or less of identifying the activity.

Alerts are delivered within 24-hours of our receiving data that includes indications of suspicious activities.

In order to safeguard sensitive personal information, CSID limits the amount of information disclosed in the actual emailed alert itself. The content contains the type of alert (Credit, CyberAgent, etc.), brief content on why the individual is receiving the alert, a link to login to the portal, the email address of CSID support, and the phone number of CSID support. We have included a screen shot of an example credit alert in Exhibit J.

CSID includes assessments of threat level in its alerts via the severity of messaging included in the alert. Our product roadmap includes plans to augment our notifications with severity indicators.

Each alert suggests that the enrolled individual logs in to the portal, at which point more granular "alert actions" are suggested.
CSID is capable of delivering alerts via email, which is the most common and preferred method of notifications our various clients have used.

B5.6 *Identity Theft Restoration Assistance*

B5.6.1 *The Contractor must provide Identity Theft Restoration Assistance to any Active Participant who becomes a victim of identity theft while enrolled in Credit Monitoring/Identity Theft Monitoring services, even if the identity theft is not discovered until after the Credit Monitoring/Identity Theft Monitoring services have expired.*

CSID will provide a certified identity theft restoration specialist to all eligible individuals affected by a breach event, regardless of whether they explicitly enroll in a proactive identity monitoring service. For individuals who become a victim of identity theft, CSID provides a full-service team of Certified Identity

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Theft Restoration Management Specialists to restore the affected individual's identity to a pre-victim status. In order to initiate the restoration service, the affected individual will either call the Members Services phone number provided in the portal, or the affected individual will email the dedicated Member Services support email address that is also provided within the portal.

B5.6.2 *At a minimum, the Contractor must:*

B5.6.2.1 Provide access to a contact center available 24x7, every day of the year, that can provide identity theft resolution customer care services. Individuals staffing this contact center must be trained and experienced in assisting customers with understanding their credit reports and restoring their credit; automated responses will not satisfy this requirement.

Our identity theft restoration specialists are Fair Credit Reporting Act (FCRA) certified and Fair and Accurate Credit Transactions Act (FCTA) certified by the Consumer Data Industry Association. They are also certified by The Institute of Fraud Risk Management as Certified Identity Theft Risk Management Specialist. It's important to note that these highly skilled specialists have expertise in working a wide variety of different case types. As mentioned, identity theft occurs in a number of areas outside of an individual's credit file. This team is very tenured working cases with banking institutions, the IRS, local and state governments, utility companies, pay day loan institutions, and all three credit bureaus. In addition to the skill of our member services representatives, our Director of Member Services is a Certified Call Center Professional from Purdue University's College of Call Center Excellence.

B5.6.2.2 Review occurrences of identity theft and provide an initial course of action within forty-eight (48) hours of the report of the occurrence.

All Identity Restoration cases are initiated within 15 minutes of being reported to our Member Services team via email, web chat, or US mail, and typically initiated immediately when begun over the phone. We understand the importance of speed when it comes to initiating Identity Restoration cases, but our focus on speed will never diminish our overall standards of customer service. While many other providers of Identity Theft Restoration services in the industry rely on automated responses and scripted messaging to both initiate and carry forward restoration cases, we will always have a dedicated Restoration Specialist assigned to an identity theft victim within the timeframe described above.

B5.6.2.3 Provide one-on-one counseling to assist Active Participants with resolving any identity theft problems, such as contacting the Active Participant's creditors and others in order to resolve the identity theft problem on the Active Participant's behalf.

CSID will provide a certified identity theft restoration specialist to all eligible individuals affected by a breach event, regardless of whether they explicitly enroll in a proactive identity monitoring service. For individuals who become a victim of identity theft, CSID provides a full-service team of Certified Identity Theft Restoration Management Specialists to restore the affected individual's identity to a pre-victim status. In order to initiate the restoration service, the affected individual will either call the Members Services phone number provided in the portal, or the affected individual will email the dedicated Member Services support email address that is also provided within the portal.

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Full-Service Identity Restoration is provided to both adults and minors. Full-Service is defined by the means in which we offload the work of restoring the identity for the individual through the use of a Limited Power of Attorney (LPOA) and an FTC Affidavit. In our program, a Certified Identity Theft Restoration Management Specialist works on the individual's behalf using a Limited Power of Attorney (LPOA) and an FTC Affidavit. Using these two tools fundamentally changes the outcome of identity theft for the affected individual by allowing a highly skilled specialist work on restoring their identity without the need for the individual to be directly involved. Instead of spending literally hundreds of hours of their own time, the affected individual is getting no less than weekly updates on their case and the peace of mind of knowing that their case is being worked better than they could do themselves

B5.6.3 *Contractor must continue providing restoration assistance until Contractor and Active Participant agree that the identity theft issues have been resolved or the Contractor has exhausted the $1,000,000.00 insurance policy (see Paragraph B5.7).*

Identity theft insurance provided under policies issued to CSID offers reimbursement up to $1m with $0 deductible for expenses associated with identity theft. Financial reimbursement covers these costs and more:

- Lost wages or income
- Attorney and legal fees
- Expenses incurred for refiling of loans, grants and other lines of credit
- Costs of childcare and/or elderly care incurred as a result of identity restoration

Coverage is subject to the conditions and exclusions in the Terms and Conditions in all states, except NY and MN. In NY and MN, coverage is subject to the conditions and exclusions contained in the Certificate of Insurance. Coverage is provided to residents of the United States and Puerto Rico.

We have investigated over 10,000 identity theft cases and are proud to report a 100% resolution rate.

Full Service Identity Theft Restoration Workflow

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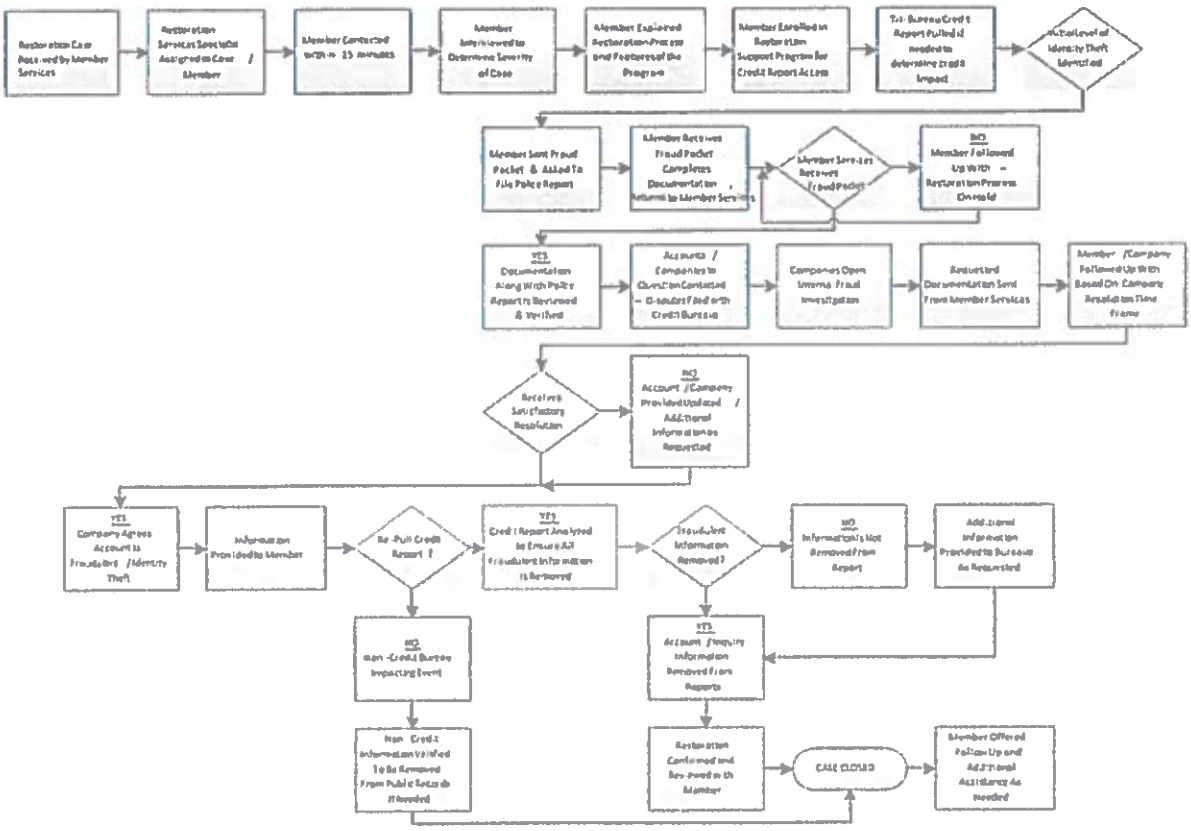

Full Service Identity Theft Restoration Case Study:

- ***Certified Identity Restoration Specialist:*** *Rose*
- ***Case Type:*** *Credit & Bank Fraud*
- ***CASE OVERVIEW:*** *Member had a car loan opened for $30,000 as well as a credit card with Navy Federal Credit Union. In working the member's case we also discovered that the member had several other accounts in his name that were opened fraudulently as well as multiple credit inquiries*
- ***CASE DETAILS:*** *Member was made aware of an auto loan opened in his name with Navy Federal Credit Union. Upon calling them, we discovered that there was also a checking, savings and credit card account opened with a credit limit of $17,500 opened fraudulently. The member was enrolled into our credit monitoring services and in viewing a copy of his credit reports several, additional fraudulent inquiries were found. The member was also made aware of an account with Crest Financial coming out of his PNC Account. Our Identity Restoration Specialist was able to work all of the fraudulent accounts to completion on the individual's behalf using a Limited Power of Attorney (LPOA) and an FTC Affidavit.*
- ***OUTCOME:*** *Our restoration specialist was able to get all accounts closed and cleared as fraud and all the fraudulent inquiries were removed off the credit reports.*
- ***RESOLUTION:*** *The Case is closed and resolved in members favor.*

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B6 CUSTOMER SERVICE

B6.1 *The Contractor must provide the highest quality of customer service to each Eligible Person and Active Participant. All customer service representatives must treat all Eligible Persons and Active Participants with respect and offer assistance in resolving any issues, concerns, or complaints.*

ID Experts monitors several performance statistics real time and daily.

These stats include:

Service Levels, Adherence to Schedules, Utilization, Handle Times, and Wrap-UpTime of Eligible Persons . We also live monitor and remote monitor phone agent interactions daily to assure conformance to our quality standards. All calls are monitored or recorded for quality assurance. Our primary measurement is customer satisfaction surveys. We send one to each Active Participant after every Active Participant contact. Minimum objective is a 4.7 out of 5 rating in 5 different areas. Our SLA's will as agreed upon by ID Experts and the Participating Entity. However, our goal is to answer 80% of all calls within 30 seconds or less. We monitor several performance statistics real time and daily which can be provided to each Participating Entity.

These stats include:

- Service Levels
- Adherence to Schedules
- Agent Utilization
- Handle Times
- Wrap-Up Specifics and Time

Professionalism, Helpfulness, Overall Satisfaction and Likelihood to Recommend our Service. In addition to observing calls we check a percentage of records for each customer service agent for accuracy and report error rates monthly for experienced reps and weekly for new hires

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B6.2 If the customer service representative cannot adequately address the concerns of an Eligible Person or Active Participant, the concern must be elevated according to the agreed-upon Service Level Agreement.

Once ID Experts and the client have a jointly created project plan they will begin the notification process within 5 days from recivedingencrypted file from the Particiapting Entity. ID Experts Porject Coordinator will collaborate with the client to construct notification letter, identify specific FAQs (frequently asked questions) that are unique to the particular breach, appropriate escalation processes, verbiage for the voice response unit (VRU), launch timeframe, service offerings, etc. The project plan generally allows (with the starting date when the agreement is signed) five days for these deliverables to be completed.

B6.3 *Contractor must, at a minimum, provide the following:*

B6.3.1 Resources to assist Eligible Persons and Active Participants in a manner consistent with the agreed-upon SLA; and

B6.3.2 Support centers and customer support personnel located within the United States.

ID Experts is prepared to assist Eligible Person and Active Participants as agreed in SLA with each Participating Entity.

B7 SECURITY OF INFORMATION

B7.1 *The Contractor must have security measures in place to ensure that information regarding Eligible Persons and Active Participants will not be compromised through a breach of the Contractor's system.*

B7.2 *The Contractor must notify the Participating Entity of any suspected or actual breach of the Participating Entity's or Active Participants' data immediately upon discovery.*

B7.3 *All information regarding Eligible Persons and Active Participants, whether obtained from the Participating Entity, from Eligible Persons, or through performance of the services under the Master Agreement, must be kept confidential and secure in a manner that meets or exceeds the AICPA SOC2 standards, available at:*

http://www.aicpa.org/interestareas/frc/assuranceadvisoryservices/pages/aicpasoc2report.aspx. The Contractor must be able to provide the Lead State with the results of the SOC2 type 2 or equivalent audit of its development and operational practices, conducted within the last two (2) years and including all management comments and plans to correct identified deficiencies. If the Contractor has not yet completed a SOC2 type 2 or equivalent audit, the Contractor must inform the Lead State of the date when the results will be provided, not more than six (6) months following Contract award. The Contractor must continue to complete SOC2 type 2 or equivalent audits at least one (1) time every two (2) years throughout the term of the Master Agreement.

B7.4 Upon the expiration of the Enrollment Term between Contractor and an Active Participant, the Contractor must dispose of all of the Active Participant's information by a secure method.

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B7.5 Contractor shall not sell, use, or share such information for any purpose except in providing services under the Master Agreement

ID Experts does not sell, use or share information about Active Participants. Once the active participant relationship has ended their information will be disposed of with commonly accepted commercial practices.

Detailed IT System Security Plan

Our technology platform has serviced more than 1,000 breach events including many of the largest, most complex, and most sensitive incidents in the world.

There are three fundamental reasons our platform can perform at the level required for this breach event.

1) Raw scalability, performance, and availability
2) Flexibility to deliver unique requirements
3) Unparalleled transparency and reporting

Our platform is proven to scale **in production** (not contrived laboratory scenarios) to more than 15,000 concurrent users and full-scale enrollment of hundreds of thousands of individuals per day. The software stack involved and hardware has just been upgraded and over the past series of months has been creating a dedicated instance of our platform for just this type of use case to accommodate massive scale independent of demands of any other Participating Entity.

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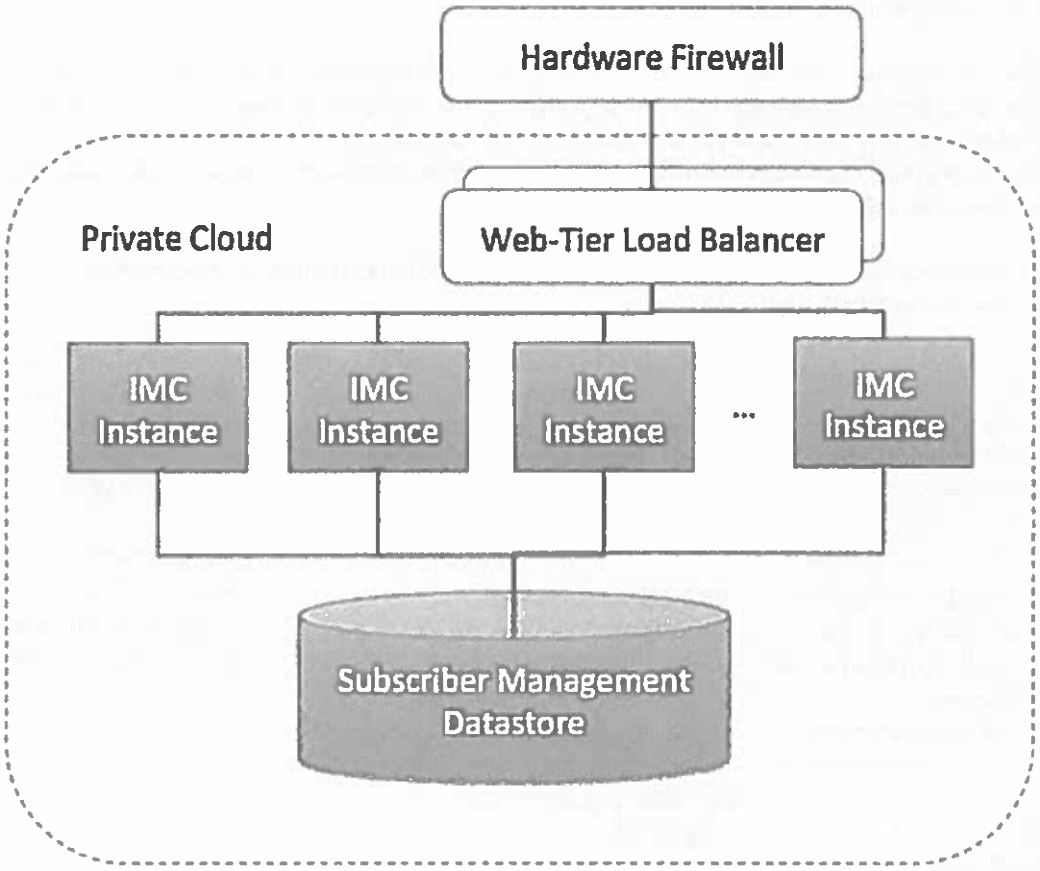

The flexibility of our system is unparalleled in this industry. The platform provided by our subcontractor, CSID, is the underlying technology for nearly every identity protection product in the market today, including 8 out of the top 10 in the most recent 2015 Javelin Research report. Flexibility matters in this program in addressing the unique characteristics of the information exposed, the types of individuals affected, and the communication channels through which Participating Entity intends to operate.

Three primary examples of our flexibility being key to address the unique characteristics of this response:

2) Rapid Launch of All Credit and Identity Monitoring Services

We have at the ready a platform that is purpose-built to be rapidly configured with any bundle of protection services for both adults and children. This turnkey approach allows configuration tools to drive the deployment vs. coding. Our Participating Entity services team can deliver the entire solution on a rapid timeframe, including unique content, constructs, and reporting requirements within days of an award. The result for Participating Entity is the fastest time to issuing notifications as there is clear certainty of the availability of the protection product being provided and a reduction in the time from award to first notification.

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3) Direct Monitoring of SF86 Information.

Our platform provides the ability to present a clear and optimized monitoring service for the information captured in the SF86 form. Users can have the ability to manage their monitoring directly in line with the context of the information that was exposed, providing them piece of mind, simplicity, and a clear match between the identity monitoring services being provided with the information exposed in this incident.

Below are the categories of information that affected individuals will have a direct interest in protecting on an ongoing basis:

Applicant:
- SSN
- Passport number (including non-US issued passports)
- Driver's license number
- Work email address
- Personal email address
- Work phone number (including international numbers)
- Home phone number (including international numbers)
- Mobile phone number (including international numbers)

Address References (multiple):
- Reference name
- Telephone number
- Daytime phone number
- Mobile phone number
- Email address

Education References (multiple):
- Reference name
- Telephone number
- Email address

Employment References (multiple):
- Supervisor name
- Supervisor phone number
- Supervisor email address

Military History (multiple):
- Military ID (including non-US service)

People You Know Well (multiple):
- Contact name
- Email address
- Telephone number
- Mobile phone number

Spouse/Widow/Cohabitant/ (multiple):
- Contact name
- SSN
- Email address
- Telephone number

Relatives (multiple):
- Contact name
- Passport Number
- Government ID Number

Financial Record (multiple):
- Account Number

Our platform can be configured to layout identity monitoring to specifically capture these individual elements in context for the incident, the information that was exposed, and the manner in which it was solicited from the affected individual.

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Home | SF86 Form Data

SF86 Form Data

This service monitors data you submitted with your SF86 form. You will receive a Notification if any of this data is found on an illicit website.

SF86 Form Notifications

Below are notifications related to SF86 Form data you have entered for monitoring. You can add or edit your monitored information in the Monitored SF86 Form Data section below.

Type	Date	Actions
CyberAgent Notification	10/30/2012	✕
CyberAgent Notification	10/16/2012	✕
CyberAgent Notification	10/02/2012	✕

Compromised Email Address

Monitored Email Address: test@gmail.com
Compromise Type: Dox
Source: P2P
Found On: 10/02/2014

Your email address was compromised online. Finding your email address on the dark web represents a risk of identity theft and account compromise. It is possible that this information has been viewed, purchased, or traded for illicit purposes, including identity theft. See the information below for recommended next steps.

Additional Data
Below is other data found together with your compromised email address

First Name	LOREM	Credit Card Number	**********4423
Last Name	IPSUM	Credit Card Exp. Date	2013-03
Street	1049 E DAVIS WAY	Credit Card CVN	8**
Street	#142	Update Date	2012-10-02 04:23:02
Phone Number	213-343-2132	Credit Card PIN	05**
		Source Date	2012-03-04

Here's What You Can Do

1. Immediately change the password for this email address that was found.
2. Many people often use their email address as a login credential to sites such as Facebook, Twitter, Amazon or Internet banking sites. If you do, we recommend that you change your passwords for each website where you have used that email address as your login credential or username. This step is necessary since the content in which the information was found may not be known.
3. Protect yourself for the future. Please choose a password at least 8 characters in length that uses a mix of numbers, special characters, lowercase and uppercase letters. Additionally, do not use the same password twice and consider using a password management service to manage multiple secure passwords.

CyberAgent Notification	10/02/2012	✕

Monitored SF86 Form Data

Enter all data that you may have submitted with your SF86 Form. You will receive a Notification if any of this data is found compromised.

- Applicant Data
- Address Reference
- Education References
- Employment References
- Military History
- People You Know Well
- Spouse, Widow, Cohabitant
- Relatives
- Financial Record

Social Security Number (0/1) — Why monitor this?
ADD SOCIAL SECURITY NO.

Email Addresses (1/5)
ADD EMAIL ADDRESSES
1. test@gmail.com (Inspire to Share Account Creation)

Drivers License (0/1) — Why monitor this?
ADD DRIVERS LICENSE

Phone Numbers (0/5) — Why monitor this?
ADD PHONE NUMBERS

Passport Number (0/1) — Why monitor this?
ADD PASSPORT NUMBER

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Example: Add Applicant – SF86 Monitoring

Example: Add Reference – SF86 Monitoring

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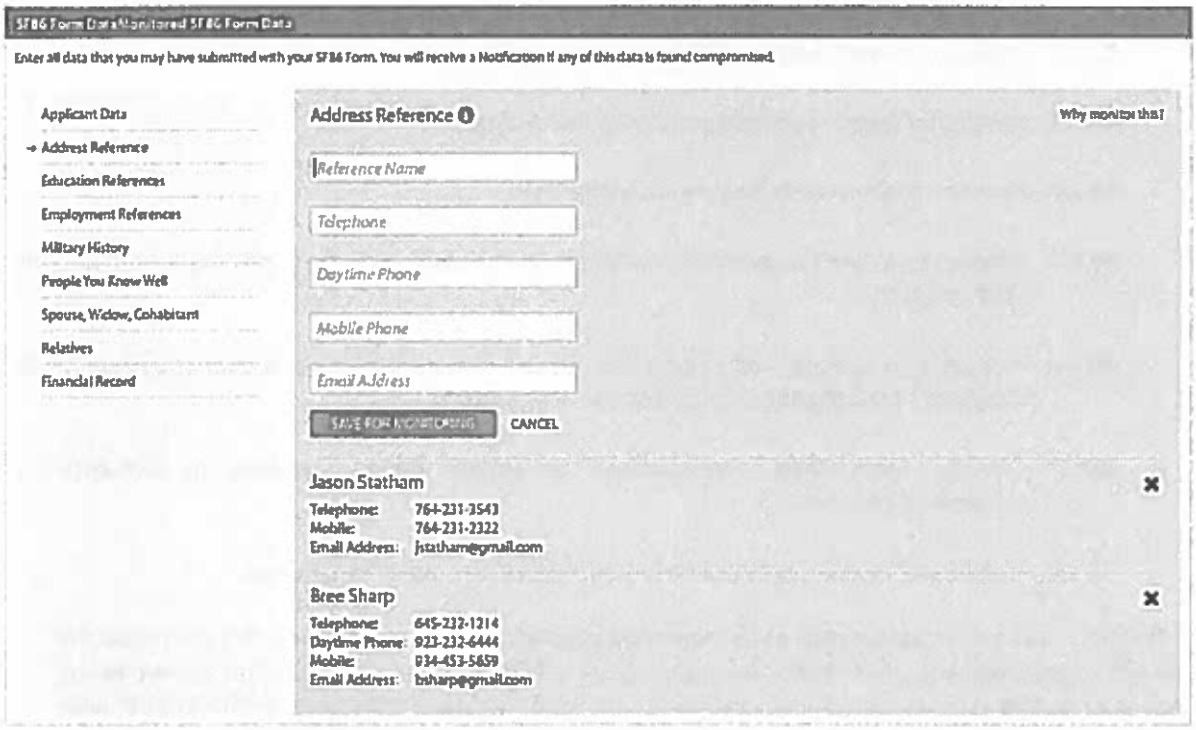
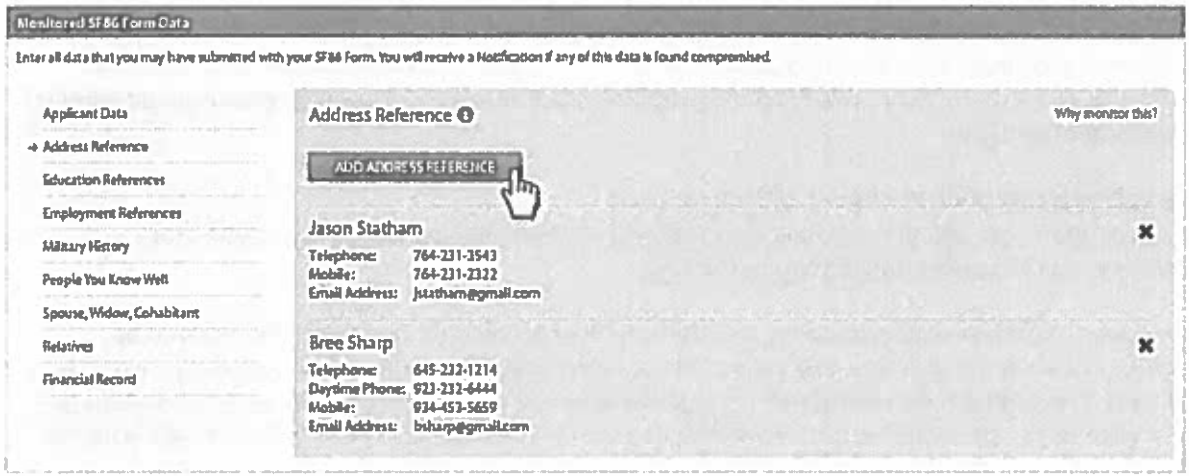


Example: Add Address Reference – SF86 Monitoring



B8 REPORTING

B8.1 *Monthly Usage Reports*

The Contractor must provide monthly usage reports to Participating Entities that have activated services. Usage reports must contain the following information:

B8.1.1 *Number of Active Participants (including type of service);*

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B8.1.2 Aggregate count of Active Participants;

B8.1.3 Number of credit monitoring alerts issued by type;

B8.1.4 Number of identity theft alerts issued by type;

B8.1.5 Number and types of corrective action(s) taken for identify theft protection and identity theft resolution;

B8.1.6 Number of telephone calls from either Eligible Persons or Active Participants (separately identified) answered by the Contractor's call centers;

B8.1.7 Average "wait time" experienced by callers before speaking to Contractor's representatives; and

B8.1.8 Number of Identity Theft Insurance claims filed by Active Participants.

Flexibility is also a key component of the reporting capabilities of our platform. We provide a full suite of Business Intelligence reports through a Business Objects tool. Through this interface we are able to expose reports on system level performance as well as activity across the individuals enrolled in the system for monitoring that include details such as hit rate by identity monitoring service by day/week/month/year, volume of subscribers enrolled, number of logins, pages accessed, and website analytics on the activities that transpire within the website.

In addition to a full suite of Business Intelligence reports, we also provide a complete set of RESTful web services through which individual subscriber level activity can be tracked in the event that Participating Entity requires that level of granularity and interface into existing user management or workforce systems.

Compliance and Operations Management

Our team, platform, and process meets and largely exceeds the technology and operations requirements of Participating Entity in this RFQ.

The delivery of the credit monitoring and identity theft protection services is 508 compliant through equivalent facilitation and exceptions to ensure the utmost in service, coverage, protection, and ease of enrollment by individuals. The protection and alerting features to which an individual subscribes is intentionally comprised of both live operator telephone call center and web browser enabled features. The key features of notification and reporting of the user as to credit and non-credit monitoring are text-based and interoperable with Assistive Technologies such as screen readers, and all users (especially those with disabilities) have dual means to set up an account and to receive/retrieve any reports or other notifications as to credit monitoring. We invoke additional servicing features to support 508 requirements in order to provide an enhanced user experience while taking additional proactive notification steps for these users to ensure that alerts are delivered, accessible, and any resolution actions are directly accessible.

Operate at the Lowest Cost to Participating Entity

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Our team presents the lowest cost, highest quality solution to Participating Entity for the provision of services under this RFQ and related Task Order. The key to unlocking the price points achieved in this proposal is direct ownership and control over the technology platform and identity monitoring services.

In a July 16, 2015 article, Post-Breach Complimentary Identity Protection Services: Do they Really Benefit Consumers?, Al Pascual, Direct of Fraud & Security with Javelin Research recently described the issue with mismatched risk and coverage, directly addressing post-breach identity theft protection weighted too heavily on credit monitoring:

"The biggest problem with the mass issuance of identity protection services is the mismatch of risk and coverage," said Al Pascual, Director of Fraud & Security, JAVELIN. "For example, we have seen countless breach victims being offered solutions that rely heavily on credit monitoring, even though it may not have been appropriate or effective based on the type of data compromised".

The industry as a whole is moving past basic credit monitoring, which can be obtained for free through companies like Credit Karma or Credit Sesame, to more robust identity monitoring products. These fully featured identity monitoring products alert individuals to uses of their identity in a much broader capacity. The services outlined in the earlier section of this narrative show some of the context for the breadth of monitoring available from our platform. Simply put, since we have full control and/or ownership over the services provided for the full features of identity monitoring we can achieve a price point otherwise not addressable for this type of deployment.

Notifications

Our understanding is that Participating Entity will be issuing the notifications directly to the affected individuals. As a result, it is critical to synchronize the notification schedule, content of communications, and call center servicing support into a cohesive plan to ensure clarity, consistency, and resource availability to fulfill all aspects of each channel for communication.

Below is a draft of an anticipated implementation schedule, understanding that there is urgency in the timing for distribution of notifications.

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ID Experts® and Client
PROJECT PLAN
Proposed Mail Date: TBD

[illegible]
[illegible]
Portland, Oregon [illegible]

This Project Plan is dependent on ID Experts® receiving the final mailing data for the affected population. Once ID Experts receives this data, in the proper format, ID Experts will maintain a 7 day launch date. The Project Plan below provides specific deliverables and deadlines to meet the expected launch date. The following dates (Day 1-Day 7) are placeholders until we have final dates.

Branch Response Timeline		Important Final Due Dates	
Date	TBD	Data Load	TBD
Mail Date	TBD	Notification Letter	TBD
Call Center Live Date	TBD	FAQs	TBD

Deliverable	Final Due Date	Owner	Customer	Description
Project Plan	Day 1	ID Experts	Yes	Outline of Engagement and Action Plan.
Mailing Data Load	Day 1	Client		Must be returned in sample format, data is directly loaded into CRM system. Data must include name and full address and be in final form.
NCOA search	Day 1	ID Experts		ID Experts will perform a National Change of Address (NCOA) search. The NCOA search is run by the U.S. Postal Service and will provide the most current address on file for an individual. The NCOA search will also provide a current list of labels for [illegible]
Notification Letter	Day 1	ID Experts		Templates provided for Client [illegible]
a. Signature for Notification Letters	Day 5	Client		Please determine who will sign off on the notification letter.
b. Logo for Notification Letter	Day 5	Client		Must be a high resolution image in a .jpeg or .tif format.
Receive Notification Letter Final	Day 5	ID Experts		This one will be utilized to finalize the notification letter by working hand-in-hand with Client.
Write Notification Letter Final	Day 6	ID Experts/Client		ID Experts will review the notification letter and provide input to maintain the desired communication strategy. This date [illegible] to meet mailing date.
Letter programming	Day 6	ID Experts		ID Experts will begin the programming for tracking and recording within the CRM system.
Tracking Notification Letters	Day 7	ID Experts		Final notification letter to all individuals.
Returned Mail/Undeliverable Decision	Day 7	ID Experts		Undeliverable [illegible] letters will be destroyed in 30 days unless requested prior to initial mailing. All non-hard documentation will be saved and stored electronically for 7 years and available to Client as any time.
Regulatory Notification Letters	Day 8	ID Experts		ID Experts will request approval or response from Client. This letter will communicate the breach incident to the regulated Attorney Generals and other regulatory agencies.
Write Regulatory Notification Letters	Day 8	ID Experts/Client		ID Experts will finalize the regulatory notification letters based on Client's [illegible]

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Below are the is an example of the call center training and staffing plan used in breach of 21.5M effected individuals notification schedule. Call center staff counts are of trained and available Member Services representatives.

Week 1-7	Agents	Peak
Monday-Friday 8am-8pm	500	625
Monday-Friday 8pm-8am	60	75
Sat-Sun 8am-8pm	100	125
Sat-Sun 8pm-8am	45	56.25
Total Cost		

Week 8-26	Agents	
Monday-Friday 8am-8pm	80	100
Monday-Friday 8pm-8am	20	25
Sat-Sun 8am-8pm	40	50
Sat-Sun 8pm-8am	15	18.75

Week 27-52	Agents	
Monday - Saturday 8am-8pm	40	50

Project Engagement and Ongoing Support Process:

Direct Engagement with Participating Entity Personnel

- Kickoff call or onsite at Participating Entity within hours from Award (for larger breaches we recommend this be an onsite in person meeting)
- Initial meeting to discuss Press Management and Communications, including coordination of inbound and outbound press and leverage of existing communications resources within the Participating Entity..
- Identification of single point of contact to serve as the voice for Participating Entity in relation to the response to this program. Our team will provide a matching contact to serve as a single point of contact for the team for all press related activities.

Fundamentally Unique Team with Skillsets to Deliver at This Scale

- Senior Project Coordinator: Experience leading Breach response programs with multi-million individuals affected, former military including TSSCI, VRK clearances, given direct authority by Board for priority access to Engineering and Member Services resources.
- Technical Solutions Engineer: Computer Science Degree / DBA, direct technical development and deployment experience, direct understanding of technical architecture and system operations, hands ability to troubleshoot and retrieve live performance data.
- Director of Member Services: Degree from Purdue University and The College of Call Center Excellence, 20+ years of experience in large scale, multi-site call center operations.
- Member Services Training Lead: More than five years of experience with the product and servicing operations, train the trainer lead including onsite training, and site level training for new center onboarding.

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- IT Operations Lead: Direct oversight and access to system management information and protocols, sits on the Architecture Committee with the CTO.
- Business Intelligence Analyst: Hands on access and system level control over business reporting and the data warehouse, ability to customize reports and generate ad-hoc reports per Government request.

Project Coordination and Defined Meeting Schedule

- Daily or weekly depending on the size of the breach status calls starting from Triggering Event occurrence
- Project meetings during the Notification window
- Internal meetings
  - Daily team internal standup meetings with Member Services, Network Operations and Data Operations
  - Bi-weekly Executive status meetings
  - Ad-hoc meetings as needed

B8.2 ***Ad Hoc Reporting***

Upon request by the Participating Entity, the Contractor must provide ad hoc reporting. Unless prohibited by law, requested data may include, but not be limited to: names, addresses, and email addresses of Active Participants.

B8.3 *All reports must be submitted in a format acceptable to the Participating Entity.*

Reporting per Participating Entity Specifications. Examples include:

  - Member Services
  - Enrollments
  - Email data
  - Ad hoc
- Defined Escalation Procedures
- Hands-on, Executive level engagement
- Troubleshooting assistance for special tasks

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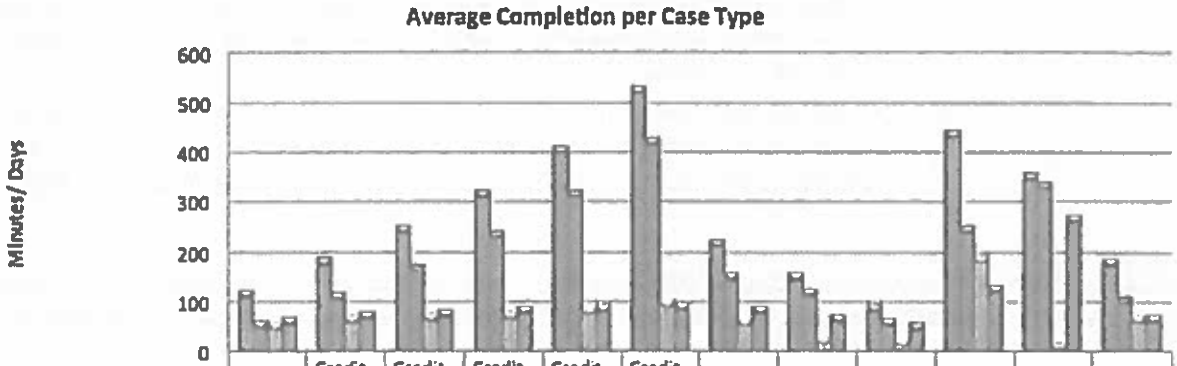
Operations and Reporting

We will provide all reports as required by Participating Entity. These reports may include: performance and metrics on the Website Services and Services Provided to the Eligible Persons. Our partner CSID have included examples of their restoration reporting report below.

Example: Services Provided Report

This report details the various types of identity restoration cases that have been opened and the amount of time spent working the cases. This report will be made available twice daily.

Restoration Case Completion Averages



	Credit - 1 account	Credit - 2 accounts	Credit - 3 accounts	Credit - 4 accounts	Credit - 5 accounts	Credit - 6-10 accounts	Check : Fraud/ Forgery	Bank : Unauth. Charges	Utilites	Criminal	IRS	Payday Loans
Avg. Working Minutes	122	189	252	322	412	533	223	157	95	445	358	186
Avg. Phone Min.	62	118	176	241	323	429	157	126	67	253	340	112
Avg. Offline Min.	60	71	76	81	89	104	66	31	28	192	18	74
Avg. Days Open	69	78.5	84	89	93	98	90	71.5	58	133	274	71

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B5.7.2 *Coverage for at least the following losses which result solely from the theft of the individual's identity:*

B5.7.2.1 *Costs associated with re-filing applications for loans, grants, etc. that were denied because of the identity theft;*

B5.7.2.2 *Costs for notarizing affidavits, long-distance calls, and postage required to restore the individual's identity; and*

B5.7.2.3 *Costs for six (6) credit reports within the twelve (12) months following the theft.*

B5.7.2.4 *Lost wages resulting from the need to take time off from work in order to engage in identity restoration activities. Lost wages includes reimbursement of paid time off (e.g. vacation, annual leave, etc.) taken for the purpose of engaging in identity restoration activities.*

B5.7.2.5 *Legal Fees incurred in the defense of a civil suit against the Active Participant for non-payment which suit resulted from the identity theft, or for removal of a judgment against the Active Participant that resulted from the identity theft.*

Identity theft insurance provided under policies issued to CSID offers reimbursement up to $1m with $0 deductible for expenses associated with identity theft. Financial reimbursement covers these costs and more:

- Lost wages or income
- Attorney and legal fees
- Expenses incurred for refiling of loans, grants and other lines of credit
- Costs of childcare and/or elderly care incurred as a result of identity restoration

Coverage is subject to the conditions and exclusions in the Terms and Conditions in all states, except NY and MN. In NY and MN, coverage is subject to the conditions and exclusions contained in the Certificate of Insurance. Coverage is provided to residents of the United States and Puerto Rico.

There are five steps an active participant must follow to initiate an insurance claim:

10. The Active Participant contacts CSID by calling the support line provided in the breach portal.
11. CSID collects information on active participant, including:
12. First Name
13. Last Name
14. CSID Member ID
15. Enrollment Date
16. CSID initiates a warm transfer to our dedicated insurance claim line.
17. Insurance company completes claim.
18. Insurance company returns claim decision to CSID. Insurance provider may confirm identity restoration case is in effect to resolve the issue which resulted in the insurance claim.

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EXHIBIT C – NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS
RFP16000145 Data Breach and Credit Monitoring Services

NASPO ValuePoint

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");
(2) NASPO ValuePoint Master Agreement;
(3) A Purchase Order issued against the Master Agreement;
(4) The RFP, including all Exhibits and Amendments; and
(5) Contractor's response to the Solicitation.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

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Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products (as defined below to include services).

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to later participate in the Master Agreement

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

3. ***Term of the Master Agreement***

The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for three (3) additional renewal periods of one (1) year each at the Lead State's discretion and by mutual written agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

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4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State. The Lead State may issue unilateral amendment to the Master Agreement to make administrative changes, when necessary.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least one-hundred-twenty (120) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by the Lead State upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's Participating Entity's. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is

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obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

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a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or
(2) A material breach of any term or condition of this Master Agreement; or
(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
(1) Exercise any remedy provided by law; and
(2) Terminate this Master Agreement and any related Contracts or portions thereof; and
(3) Impose liquidated damages as provided in this Master Agreement; and
(4) Suspend Contractor from being able to respond to future bid solicitations; and
(5) Suspend Contractor's performance; and
(6) Withhold payment until the default is remedied.

d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. [RESERVED]

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in

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writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

a. Indemnification of the Lead State is governed by Section 12, State of Idaho Standard Contract Terms and Conditions. Otherwise, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities other than the Lead State, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. Indemnification of the Lead State is governed by Section 24, State of Idaho Standard Contract Terms and Conditions. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities other than the Lead State, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice,

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the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

It is distinctly and particularly understood and agreed between the parties to the Contract that the Participating Entities do not perform any service under the Master Agreement on behalf of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of the Master Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of the Master Agreement, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the Lead State and any Participating Entity harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance of any Order under the Master Agreement. The Contractor will maintain any applicable worker's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certificate of worker's compensation insurance may, at a Participating Entity's option, result in termination of the Master Agreement or in a price adjustment to cover the cost of providing any necessary worker's compensation insurance. Participating Entities do not assume liability as an employer.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

a. These insurance requirement supplement the RFP Exhibit B, section B5.7 requirements for Identity Theft Insurance. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, also maintain in full force and effect, the insurance described in this

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section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Except for Professional Liability and Cyber Liability insurance, coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $2 million per occurrence/$4 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation and Employers Liability Insurance requirements;

(3) Professional Liability (Errors and Omissions) covering negligent acts, errors or omissions with a limit of not less than $5 million per claim. Coverage must include twenty-four (24) months of "claims-made" or "tail coverage" following termination of the Master Agreement.

(4) Cyber Liability covering third-party liability including at least the following expenses: cost of notifying affected parties, cost of providing credit monitoring to affected parties, cost of public relations consultants, regulatory compliance costs, costs to pursue indemnity rights, costs to analyze the insured's legal response obligations, costs of defending lawsuits, judgments and settlements, regulatory response costs, costs of responding to regulatory investigations, and costs of settling regulatory claims. Cyber Liability coverage must have a limit of not less than $5 million per claim. Coverage must include twenty-four (24) months of "claims-made" or "tail coverage" following termination of the Master Agreement.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or

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Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all

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acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for services being ordered; and
(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this

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Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

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Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by

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the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

27. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity billing information; (4) incident number; (5) order date; (6) invoice date and number; (7) service category; (8) unit price, quantity, total price; and (9) NASPO ValuePoint Administrative Fee. The report shall be submitted in a form to be agreed upon in the Master Agreement; the Lead State reserves the right to add or update the required data. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

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28. Inspection and Acceptance of Services

A Purchasing Entity has the right to inspect services in a reasonable time and manner. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity my require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

29. – 31. [Reserved]

32. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

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b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. NASPO ValuePoint eMarket Center

In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information.
At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

(June 2015)

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EXHIBIT D – STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS
RFP16000145 Data Breach and Credit Monitoring Services

1. DEFINITIONS: Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716 or IDAPA 38.05.01.011.

A. Agency. All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.

B. Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.

C. Contract - Any state written agreement, including a solicitation or specification documents and the accepted portions of the solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.

D. Contractor – A Vendor who has been awarded a Contract.

E. Property – Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interest in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.

F. Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.

G. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

H. Solicitation – An Invitation to Bid, a Request for Proposals, or a Request for Quotation issued by the purchasing activity for the purpose of soliciting Bids, Proposals, or Quotes to perform a Contract.

I. State – The state of Idaho including each Agency unless the context implies other state(s) of the United States.

J. Vendor – A person or entity capable of supplying Property to the State.

2. TERMINATION: The State may terminate the Contract (and/or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance, the Contractor will be responsible for

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any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

3. RENEWAL OPTIONS: Notwithstanding any other provision in the Contract limiting or providing for renewal of the Contract, upon mutual, written agreement by the parties, the Contract may be extended under the same terms and conditions for the time interval equal to the original contract period, or for such shorter period of time as agreed to by the parties.

4. PRICES: Prices shall not fluctuate for the period of the Contract and any renewal or extension unless agreed to in writing by the State. Unless otherwise specified, prices include all costs associated with delivery to the FOB Destination address identified in the Solicitation, as provided in Paragraph 17, Shipping and Delivery, below.

5. ADMINISTRATIVE FEE:

A. Application of Administrative Fee:

1. All Purchase Orders (PO) and Contract Purchase Orders (CPO) issued through the Idaho eProcurement System (IPRO) shall be subject to an Administrative Fee of one and one-quarter percent (1.25%) of the awarded value of the Contract, unless the PO or CPO is exempt, as described in Paragraph B, below.

2. All Blanket Purchase Orders (BPO) and Statewide Blanket Purchase Orders (SBPO) shall be subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the Contract (unless the BPO or SBPO is exempt), as follows:

a. The prices to be paid by the State (the price BID by Contractor) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of Contractor's net sales to the Agency for one quarter = $10,000, Contractor would remit $10,000 x 0.0125 = $125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

b. Contractor will furnish detailed usage reports as designated by the State. In addition to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract to purchasing@adm.idaho.gov, utilizing the State's Summary Usage Report Form.

c. Reporting Time Line (Fiscal Year Quarters):

		Fee and Report Due:
1st Quarter	July 1 - Sept 30	October 31st
2nd Quarter	Oct 1 - Dec 31	January 31st
3rd Quarter	Jan 1 - Mar 31	April 30th
4th Quarter	Apr 1 - Jun 30	July 31st

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3. Unless otherwise exempt, the Administrative Fee will apply to all Awards issued through IPRO, regardless of how Contractor submits its response to the solicitation (i.e. manual (paper) or electronic via IPRO).

4. A Contractor's failure to consider the Administrative Fee when preparing its Solicitation response shall not constitute or be deemed a waiver by the State of any Administrative Fees owed by Contractor to the State as a result of an Award issued through IPRO.

B. Administrative Fee Exemptions:

1. Notwithstanding any language to the contrary, the Administrative Fee will not apply to Contracts with an original awarded value of $100,000 or less.

2. The Administrative Fee will not apply to Contracts issued through IPRO without a competitive solicitation, e.g. Emergency Procurements (EPA), Sole Source Procurements (SSA), Exempt Purchases (EXPO), or awards issued under Delegated Purchase Authority (DPA).

3. The Administrator of the Division of Purchasing may also exempt a specific solicitation or class of solicitations from the Administrative Fee requirement.

C. Payment of Administrative Fee:

Contractor will remit the Administrative Fee to the Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075, as follows:

1. POs and CPOs with a firm delivery date: The Division of Purchasing will invoice Contractor for the Administrative Fee on or after the delivery date provided in the Contract, with payment due thirty (30) calendar days after receipt of invoice.

2. POs and CPOs with a contract start and end date: The Division of Purchasing will invoice Contractor on either a quarterly, monthly or "per payment" basis; or may offer Contractor a prepayment option. Payment will be due thirty (30) calendar days after receipt of each invoice.

3. BPOs and SBPOs: Contractor will remit the Administrative Fee and Report for the prior quarter based on the schedule outlined in Paragraph 2.c., above.

D. Refund of Administrative Fee: In the event that a Contract is cancelled by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or returned when an item is rejected or returned, or declined, or the Contract cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. If, for any other reason, the Contractor is obligated to refund to the State all or a portion of the State's payment to the Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

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E. Failure to Remit Administrative Fees: If a Contractor fails to remit the Administrative Fee, as provided above, the State, at its discretion, may declare the Contractor in default; cancel the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; exclude Contractor from participating in future solicitations; and/or suspend Contractor's IPRO account.

6. CHANGES/MODIFICATIONS: Changes of specifications or modification of the Contract in any particular can be affected only upon written consent of the State, and after any proposed change or modification has been submitted in writing, signed by the party proposing the change. Additionally, the State may issue unilateral amendments to the Contract to make administrative changes, when necessary.

7. CONFORMING PROPERTY: The Property shall conform in all respects with the requirements of the State's Solicitation. In the event of nonconformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods or services. Additionally, upon notification by the State, the Contractor shall pay all costs for the removal of nonconforming Property from State premises.

8. OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE: In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with the Contract.

9. CONTRACT RELATIONSHIP: It is distinctly and particularly understood and agreed between the parties to the Contract that the State is in no way associated or otherwise connected with the performance of any service under the Contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of the Contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of the Contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under the Contract. The Contractor will maintain any applicable worker's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certificate of worker's compensation insurance may, at the State's option, result in cancellation of the Contract or in a contract price adjustment to cover the State's cost of providing any necessary worker's compensation insurance. The Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the state of Idaho, as evidence that the Contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. The State does not assume liability as an employer.

10. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: The Contractor is bound to

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the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for Contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into the Contract. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to the Contract.

11. TAXES: The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

12. INDEMNIFICATION: Contractor shall defend, indemnify and hold harmless the State from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under the Contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State.

13. CONTRACT NUMBERS: The Contractor shall clearly show the State's Contract number or Purchase Order number on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

14. CONTRACTOR RESPONSIBILITY: The Contractor is responsible for furnishing and delivery of all Property included in the Contract, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including all warranty issues and payment of charges resulting from the use or purchase of Property.

15. SUBCONTRACTING: Unless otherwise allowed by the State in the Contract, the Contractor shall not,

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without written approval from the State, enter into any subcontract relating to the performance of the Contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any responsibility under the Contract. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by Contractor's subcontractor. Subcontractor(s) must maintain the same types and levels of insurance as that required of the Contractor under the Contract; unless the Contractor provides proof to the State's satisfaction that the subcontractor(s) are fully covered under the Contractor's insurance, or, except as otherwise authorized by the State.

16. COMMODITY STATUS: It is understood and agreed that any item offered or shipped shall be new and in first class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the State in the Solicitation. Demonstrators, previously rented, refurbished, or reconditioned items are not considered "new" except as specifically provided in this section. "New" means items that have not been used previously and that are being actively marketed by the manufacturer or Contractor. The items may contain minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer's new product standards. The items must have the State as their first user and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new item warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor for the period of time required by other specifications or for the standard manufacturer or warranty provided by the Contractor, whichever is longer.

17. SHIPPING AND DELIVERY: Unless otherwise required in the Contract, all orders will be shipped directly to the Agency that placed the order at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. Unless otherwise specified in the Contract, deliveries shall be made to the Agency's receiving dock or inside delivery point, such as the Agency's reception desk. The Contractor shall deliver all orders and complete installation, if required, within the time specified in the Contract. Time for delivery commences at the time the order is received by the Contractor.

18. ACCEPTANCE: Unless otherwise specified in the Contract:

A. When the Contract does not require installation, acceptance shall occur fourteen (14) calendar days after delivery, unless the State has notified the Contractor in writing that the product delivered does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

B. When the Contract requires installation, acceptance shall occur fourteen (14) calendar days after completion of installation, unless the State has notified the Contractor in writing that the products(s) delivered does not meet the State's specification requirements, that the product is not installed correctly or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

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C. When the Contract requires the delivery of services, acceptance shall occur fourteen (14) calendar days after delivery of the services, unless the State has notified the Contractor in writing that the services do not meet the State's requirements or otherwise fail to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

19. RISK OF LOSS: Risk of loss and responsibility and liability for loss or damage will remain with Contractor until acceptance, when responsibility will pass to the State with the exceptions of latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under the Contract.

20. INVOICING: ALL INVOICES are to be sent directly to the **AGENCY TO WHICH THE PROPERTY IS PROVIDED**, unless otherwise required by the Contract. The Contract number is to be shown on all invoices. Invoices must not be sent to the Division of Purchasing unless required by the Contract.
21. ASSIGNMENTS: Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-5726[1]).

Notwithstanding the foregoing, and to the extent required by applicable law (including Idaho Code Section 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible State procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The State may treat violation of this provision as an event of default.

22. PAYMENT PROCESSING: Idaho Code Section 67-5735 reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered." Payments shall be processed within the timeframes required by I.C. § 67-5735 unless otherwise specified in the Contract.

23. COMPLIANCE WITH LAW, LICENSING AND CERTIFICATIONS: Contractor shall comply with **ALL** requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by Contractor pursuant to the Contract. For the duration of the Contract, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

24. PATENTS AND COPYRIGHT INDEMNITY:

A. Contractor shall indemnify and hold the State harmless and shall defend at its own expense any

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action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under the Contract. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the State of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.

B. Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the specifications; or (iii) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the specifications.

C. Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.

25. CONFIDENTIAL INFORMATION: Pursuant to the Contract, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Such Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under the Contract and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. Confidential Information shall be returned to the State upon termination or expiration of the Contract.

Confidential Information shall not include data or information that:

A. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;

B. Becomes generally available to the public other than as a result of disclosure by Contractor; or

C. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

26. USE OF THE STATE OF IDAHO NAME: Contractor shall not, prior to, in the course of, or after performance under the Contract, use the State's name in any advertising or promotional media,

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including press releases, as a customer or Participating Entity of Contractor without the prior written consent of the State.

27. TERMINATION FOR FISCAL NECESSITY: The State is a government entity and it is understood and agreed that the State's payments under the Contract shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time. The State reserves the right to terminate the Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event that funds are no longer available to support the Contract, as described herein, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. In the event of early Contract termination under this section, the State will collect all Contractor-owned equipment and accessory items distributed under the Contract within thirty (30) calendar days of Contract termination. Items will be collected at a central (or regional) location(s) designated by the State. Contractor will be responsible for all costs associated with packaging and removing all Contractor-owned items from the State-designated location(s), which must be completed within thirty (30) calendar days of written notification from the State. If Contractor fails to remove its items within that time period, the State may charge Contractor for costs associated with storing the items; and may otherwise dispose of the items as allowed by applicable law. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience.

28. PUBLIC RECORDS:

A. Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

B. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall

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constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

29. NOTICES: Any notice which may be or is required to be given pursuant to the provisions of the Contract shall be in writing and shall be hand delivered, sent by facsimile, email, prepaid overnight courier or United States' mail as follows:

A. For notice to the State, the address, phone and facsimile number are:

State of Idaho
Division of Purchasing
650 W State Street – Room B15
P.O. Box 83720
Boise, ID 83720-0075
208-327-7465 (phone)
208-327-7320 (fax)

Additionally, for notice to the State, the email address to use is the email address identified in the Contract, courtesy copied to purchasing@adm.idaho.gov.

B. For notice to the Contractor, the address, facsimile number or email address shall be that contained on the Contractor's Bid, Proposal or Quotation (including, for any Bid, Proposal or Quotation submitted electronically through IPRO, the address, facsimile number or email address in the profile under which the Contractor submitted its Bid, Proposal or Quotation). Notice shall be deemed delivered immediately upon personal service, facsimile transmission (with confirmation printout), email (with printout confirming sent) the day after deposit for overnight courier or forty-eight (48) hours after deposit in the United States' mail. Either party may change its address, facsimile number or email address by giving written notice of the change to the other party.

30. NON-WAIVER: The failure of any party, at any time, to enforce a provision of the Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of the Contract, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

31. ATTORNEY FEES: In the event suit is brought or an attorney is retained by any party to the Contract to enforce the terms of the Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies; however, the State's liability is limited to that which is identified in the Idaho Tort Claims Act, Idaho Code Section 6-9 et seq.

32. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS: Contractor warrants that the Contract is subject to Executive Order 2009-10

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http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

33. FORCE MAJEURE: Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of either party, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay.

34. PRIORITY OF DOCUMENTS: The Contract consists of and precedence is established by the order of the
following documents:

1. The State's Blanket Purchase Order, Statewide Blanket Purchase Order, Contract Purchase Order, Purchase Order, or Participating Addendum;

2. The Solicitation; and

3. Contractor's Bid, Proposal or Quotation as accepted by the State.

The Solicitation and the Contractor's Bid, Proposal or Quotation accepted by the State are incorporated into the Contract by this reference. The parties intend to include all items necessary for the proper completion of the Contract's requirements. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from the terms in the Solicitation, the terms and conditions in the Solicitation shall apply. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation supplement the terms and conditions in the Solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the Division of Purchasing in writing.

35. ENTIRE AGREEMENT: The Contract is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from those specifically stated in the Contract, the terms and conditions of the Contract shall apply. In the event of any conflict between the State of Idaho Standard Contract Terms and

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Conditions and any Special Terms and Conditions in the Contract, the Special Terms and Conditions will govern. The Contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties; however, Termination for Fiscal Necessity is excepted, and, the State may issue unilateral amendments to the Contract to make administrative changes when necessary.

36. GOVERNING LAW AND SEVERABILITY: The Contract shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of the Contract shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of the Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of the Contract will remain in force.

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EXHIBIT E – OFFEROR QUESTIONS
RFP16000145 Data Breach and Credit Monitoring Services

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFP Section" (column 2), and the attachment page number in the "RFP page" field (column 3).
3. Do not enter text in column 5 (Response). This is for the State's use only.
4. Once completed, this form is to be e-mailed per the instructions in the RFP. The e-mail subject line is to state the RFP number followed by "Questions."

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RFP16000145 Data Breach and Credit Monitoring Services

Question	RFP Section	RFP Page	Question	Response
1				
2				
3				
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19				
20				
21				

Master Agreement - Attachment 2 - Redacted

Question	RFP Section	RFP Page	Question	Response
22				

EXHIBIT G – REFERENCES

RFP16000145 Data Breach and Credit Monitoring Services

INSTRUCTIONS TO THE OFFEROR:

Offerors will be scored on a minimum of three (3) completed reference questionnaires. All questionnaires will be averaged. The completed references questionnaires must be from individuals, companies, or agencies with knowledge of the Offeror's experience that is similar in nature and scope to the products or services being requested by this RFP, and are within the last five (5) years from the date this RFP was posted to IPRO. The Lead State may not be utilized as a reference. Only one reference will be received/qualify per reference company/agency. If multiple references are received from the same company/agency, only the first received will be accepted. If fewer than three (3) references are received, a score of zero "0" will be given to each missing questionnaire, up to the three (3) requested.

References not received prior to the RFP Closing Date and time will not be accepted or scored. References outside the requisite number of years (*see* paragraph above), and references determined by the State to be not of a similar nature and scope to the products or services requested in this RFP will also not be accepted or scored. **Determination of "similar nature and scope" will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information, and any additional information provided by the reference, or otherwise obtained by the State.**

REFERENCES MUST BE RECEIVED BY THE RFP LEAD, DIRECTLY FROM THE REFERENCE, IN ORDER TO BE CONSIDERED.

1. Offerors must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.

a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.

b. Print the name of your company/organization on the "OFFEROR NAME" line.

c. Be certain that the RFP Closing date and time in Instruction 5, on the following page, is correct.

2. Send the "Reference's Response To" document to your references to complete.

NOTE: It is the Offeror's responsibility to follow up with its references to ensure timely receipt of all questionnaires. Offerors may e-mail the RFP Lead prior to the RFP closing date to verify receipt of references.

REFERENCE QUESTIONNAIRE
REFERENCE'S RESPONSE TO:
RFP16000145
Data Breach and Credit Monitoring Services

REFERENCE NAME (Company/Organization): _____

OFFEROR (Vendor) NAME (Company/Organization): _____ has submitted a proposal to the State of Idaho, to provide the credit monitoring services. We've chosen you as one of our references.

INSTRUCTIONS

1. Complete **Section I. RATING** using the Rating Scale provided.

2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)

3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)

4. E-mail or fax **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:

RFP Lead:	Valerie Bollinger
E-mail:	Valerie.Bollinger@adm.idaho.gov
Fax:	208-332-1631

5. This completed document **MUST** be received no later than **December 3, 2015 at 5:00 p.m.** (Mountain Time). Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted.**

6. DO **NOT** return this document to the Offeror (Vendor).

7. In addition to this document, the State may contact references by phone or e-mail for further clarification, if necessary.

Section I. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

Rating Scale

Category	Score
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 - 9
Excellent	10

Circle ONE number for each of the following numbered items:

1. Rate the overall quality of the vendor's services:

   10 9 8 7 6 5 4 3 2 1 0

2. Rate the response time of this vendor:

   10 9 8 7 6 5 4 3 2 1 0

3. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor):*

   10 9 8 7 6 5 4 3 2 1 0

4. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

   10 9 8 7 6 5 4 3 2 1 0

5. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted:

   10 9 8 7 6 5 4 3 2 1 0

6. Rate the accuracy and timeliness of the vendor's billing and/or invoices:

   10 9 8 7 6 5 4 3 2 1 0

7. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided:

   10 9 8 7 6 5 4 3 2 1 0

8. Rate the vendor's flexibility in meeting business requirements:

10 9 8 7 6 5 4 3 2 1 0

9. Rate the likelihood of your company/organization recommending this vendor to others in the future:

10 9 8 7 6 5 4 3 2 1 0

Section II. GENERAL INFORMATION

1. Please include a brief description of the services provided by this vendor:

_____

_____

_____

_____

_____

2. During what time period did the vendor provide these services for your business?

Month:_____ Year:_____ to Month:_____ Year:_____

Section III. ACKNOWLEDGEMENT

I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

_____ _____
Signature of Reference Date

_____ _____
Print Name Title

_____
Phone Number

_____
E-mail address

EXHIBIT H – PUBLIC AGENCY CLAUSE

RFP16000145 Data Breach and Credit Monitoring Services

(M) Exhibit H "Public Agency Clause" must be completed and returned with your response.

Prices offered in this RFP must be made available to other "Public Agencies", including agencies of the State of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this State including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho. It will be the responsibility of the "Public Agency" to independently contract with the proposer and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities routinely buy from Statewide Master Contracts established by the Division of Purchasing.

Please indicate if you accept this Public Agency Clause AND return this completed form with your Proposal Response. Failure to accept this provision will result in a finding that your Proposal is non-responsive.

YES_____ NO_____

Name of Proposer:_____

1. Offerors must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.

a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.

b. Print the name of your company/organization on the "OFFEROR NAME" line.

c. Be certain that the RFP Closing date and time in Instruction 5, on the following page, is correct.

2. Send the "Reference's Response To" document to your references to complete.

NOTE: It is the Offeror's responsibility to follow up with its references to ensure timely receipt of all

questionnaires. Offerors may e-mail the RFP Lead prior to the RFP closing date to verify receipt of references.

REFERENCE QUESTIONNAIRE

REFERENCE'S RESPONSE TO:
RFP16000145
Data Breach and Credit Monitoring Services

REFERENCE NAME (Company/Organization): _____

OFFEROR (Vendor) NAME (Company/Organization): _____ has submitted a proposal to the State of Idaho, to provide the credit monitoring services. We've chosen you as one of our references.

INSTRUCTIONS

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2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)

3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)

4. E-mail or fax **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:

RFP Lead:	Valerie Bollinger
E-mail:	Valerie.Bollinger@adm.idaho.gov
Fax:	208-332-1631

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6. DO **NOT** return this document to the Offeror (Vendor).

7. In addition to this document, the State may contact references by phone or e-mail for further clarification, if necessary.

Section I. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

Rating Scale

Category	Score
Poor or Inadequate Performance	0
Below Average	1 – 3
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2. Rate the response time of this vendor:

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3. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor)*:

   10 9 8 7 6 5 4 3 2 1 0

4. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

   10 9 8 7 6 5 4 3 2 1 0

5. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted:

   10 9 8 7 6 5 4 3 2 1 0

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   10 9 8 7 6 5 4 3 2 1 0

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   10 9 8 7 6 5 4 3 2 1 0

8. Rate the vendor's flexibility in meeting business requirements:

10 9 8 7 6 5 4 3 2 1 0

9. Rate the likelihood of your company/organization recommending this vendor to others in the future:

10 9 8 7 6 5 4 3 2 1 0

Section II. GENERAL INFORMATION

1. Please include a brief description of the services provided by this vendor:

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_____

_____

_____

_____

2. During what time period did the vendor provide these services for your business?

Month:_____ Year:_____ to Month:_____ Year:_____

Section III. ACKNOWLEDGEMENT

I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

_____ _____
Signature of Reference Date

_____ _____
Print Name Title

_____
Phone Number

_____
E-mail address

EXHIBIT H – PUBLIC AGENCY CLAUSE

RFP16000145 Data Breach and Credit Monitoring Services

(M) Exhibit H "Public Agency Clause" must be completed and returned with your response.

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Please indicate if you accept this Public Agency Clause AND return this completed form with your Proposal Response. Failure to accept this provision will result in a finding that your Proposal is non-responsive.

YES_____ NO_____

Name of Proposer:_____

Valerie Bollinger

From: Jeremy Henley <jeremy.henley@idexpertscorp.com>
Sent: Wednesday, January 06, 2016 10:48 AM
To: Valerie Bollinger
Cc: Katrina Day
Subject: Re: RFP16000145
Attachments: Response to RFQ Questions from ID Experts_1.6.16.pdf

Hi Valerie,

Our response is attached. I would be happy to talk at just about any time today if you have additional questions.

Essentially ID Experts provides all the services we proposed, the nature of a data breach is unpredictable in size, severity and frequency. To manage these events for our clients successfully we must be able to scale up and down appropriately to create a successful business model that produces an excellent outcome for our client and a reasonable profit for ID Experts. This requires products and services from a network of vendors to IDE which is how we create the unique program that has earned us a position as the as one of the top breach response vendors.

Thank you,

Jeremy

Jeremy Henley | Director of Breach Services
Direct: 425.314.7788 | jeremy.henley@idexpertscorp.com | www.idexpertscorp.com

---

From: Valerie Bollinger <Valerie.Bollinger@adm.idaho.gov>
Date: Tuesday, January 5, 2016 at 4:10 PM
To: Jeremy Henley <jeremy.henley@idexpertscorp.com>
Cc: Katrina Day <katrina.day@idexpertscorp.com>
Subject: RE: RFP16000145

Hi Jeremy,

Apologies—here is the attachment.

Best,

Valerie

Valerie Bollinger, JD
Buyer, Division of Purchasing
Idaho Department of Administration

Ph: 208.332.1631 -- Fax: 208.327.7320
My regular hours are Tues-Fri, 7am-6pm

From: Jeremy Henley [mailto:jeremy.henley@idexpertscorp.com]
Sent: Tuesday, January 05, 2016 5:09 PM
To: Valerie Bollinger
Cc: Katrina Day
Subject: Re: RFP16000145
Importance: High

Hi Valerie,

I do not see an attachment.

Jeremy

From: Valerie Bollinger <Valerie.Bollinger@adm.idaho.gov>
Date: Tuesday, January 5, 2016 at 4:06 PM
To: Jeremy Henley <jeremy.henley@idexpertscorp.com>
Cc: Katrina Day <katrina.day@idexpertscorp.com>
Subject: RFP16000145

Hi Jeremy,

Please see the attached letter requesting clarification of your RFP response.

Best,

Valerie

Valerie Bollinger, JD
Buyer, Division of Purchasing
Idaho Department of Administration
Ph: 208.332.1631 -- Fax: 208.327.7320
My regular hours are Tues-Fri, 7am-6pm

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Confidentiality Notice: The information contained in this electronic message is PRIVILEGED and confidential information intended only for the use of the individual entity or entities named as recipient or recipients. If the reader is not the intended recipient, be hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by electronic mail or by telephone and permanently delete this message from your computer system.

Lincoln Center One
10300 SW Greenburg Road,
Suite 570
Portland, OR 97223

ID EXPERTS RESPONSE TO QUESTIONS REGARDING

REQUEST FOR PROPOSALS (RFP) 16000145
DATA BREACH AND CREDIT MONITORING SERVICES
COVER LETTER

State of Idaho Division of Purchasing in Conjunction with NASPO

January 6, 2016

Prepared By:
Jeremy R Henley
Director of Breach Services
Jeremy.henley@idexpertscorp.com
425.314.7788

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The information in this document is proprietary to ID Experts™ and is privileged and confidential. Any disclosure, duplication, or use, in whole or in part, of this document, may only be obtained with the prior written consent of ID Experts™.

Dear Ms. Bollinger,

Thank you for the opportunity to clarify sections of our proposal. Below you will find information explains in more detail the answers to your questions. I would be happy to have a conference call meeting at any point today as well to discuss live if you would prefer this.

1. When ID Experts engages with a client to respond to a breach incident we leverage our proprietary solution, YourResponse™. This process thoroughly diagnoses a breach situation to develop the most appropriate solution to limit the reputational, legal and financial exposure caused by these incidents. To do this we quickly and carefully combine a set of services that are in some cases provided internally and in others parsed out to a close network of subcontractors. These services are Forensics Investigations, Crisis Public Relations, Printing & Mailing, Call Center agents, Enrollment websites or platforms and ID protection products. The nature of our industry is that no one knows when a breach will strike and it is necessary to provide the ability to scale the required services to insure a custom response.

   In the case of the monitoring for individuals we receive monitoring from our long-term distribution partner, CSID. To insure that we represent the monitoring and protection products appropriately and accurately we rarely deviate from the content they have provided us for these services. ID Experts takes the monitoring from CSID and incorporates it to our proprietary monitoring solution MyIDCare.

2. The response in Section 8.6 marked trade secret is tied directly to the monitoring which is distributed by CSID to ID Experts and other organizations in the industry. Yes, in working on the monitoring description of this response we did work with our distributor for the information and marked it a trade secret at their request.

3. As stated ID Experts has internal capacity to print and mail letters, for larger incidents we generally work with another long-term partner, Epiq, to increase our capacity for printing and mailing. ID Experts has two other partners, which we have fully vetted and used for engagements in the past, which serve as additional capacity.

   The ability to understand the needs of our client and scale the services required which can be much more than just printing and monitoring, is the value that ID Experts brings with nearly 13 years in the industry. ID Experts over the last 6 months has responded more than 26M lost records with no issues relative to capacity. We would attribute this to our proprietary methods of response and

our strong network of subcontractors to consistently develop a plan that will meet the needs of multiple clients at one time.

4. ID Experts confirms that our pricing will be binding for 180 days.

5. ID Experts has had a Work Order Contract (#107-1350-10) with a Price Agreement (#0409/3405) in place with the State of Oregon Department of Administrative Services since 2009 and served multiple state departments with our services since the inception. Please contact Cinnamon Albin for more detailed information. Cinnamon.s.albin@state.or.us or 503-373-1496.

6. For this contract all individuals would need to contact ID Experts to initiate an insurance claim.

7. ID Experts is the prime contractor for the GSA and Blanket Purchase Agreement with the Federal government and has direct agreements with the State of Oregon and the Blue Cross Health plans. Over the term of these agreements ID Experts has provided these services directly to the government agencies as well as Blue Cross Plans. As the volumes increase for the size of event we often incorporate Epiq to increase our printing/mailing and call center abilities. Monitoring distributed to ID Experts from our partner CSID in part supports ID Experts' identity monitoring solution, MyIDCare.

   The past experience examples provided in this RFQ were all large engagements that were part of long term agreements reached directly with ID Experts. For smaller incidents ID Experts handles all the printing, mailing, and call center aspect of a response and has done such for the clients referenced in Section 6.2.2. The nature of our industry is that no one knows when a breach will strike and it is necessary to provide the ability to scale the required services to insure a custom response.

   With regard to the clients referenced and the specific cases referenced Epiq and CSID were engaged to complete the services offered by ID Experts to these clients.

8. See Final Page

EXHIBIT H – PUBLIC AGENCY CLAUSE

RFP16000145 Data Breach and Credit Monitoring Services

(M) Exhibit H "Public Agency Clause" must be completed and returned with your response.

Prices offered in this RFP must be made available to other "Public Agencies", including agencies of the State of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this State including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho. It will be the responsibility of the "Public Agency" to independently contract with the proposer and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities routinely buy from Statewide Master Contracts established by the Division of Purchasing.

Please indicate if you accept this Public Agency Clause AND return this completed form with your Proposal Response. Failure to accept this provision will result in a finding that your Proposal is non-responsive.

YES___X_____ NO_____

Name of Proposer: ID Experts

Thank you again for the opportunity to explain the nuances of our business model. ID Experts focus since the founding of the company has been centered on treating the breach victim in a personal and caring way, which has led to positive outcomes for our clients and the individuals whose information, was compromised. We appreciate the opportunity and look forward to the next step in this process.

Very Sincerely Yours,

Jeremy Henley
Sales Manager, ID Experts

Master Agreement - Attachment 2 - Redacted

Valerie Bollinger

From: Katrina Day <katrina.day@idexpertscorp.com>
Sent: Tuesday, January 12, 2016 9:55 AM
To: Valerie Bollinger; Jeremy Henley
Subject: Re: RFP16000145
Attachments: Cost Proposal RFP 16000145 Data Breach and Credit Monitoring Services.pdf

Hi Valerie,

This email is to confirm that ID Experts did make a typographical error on the pricing of data breach services over 5,000,001 +. The pricing document should have said $.75. I have corrected this error and attached the corrected document.

As Jeremy is traveling this week, please let me know if you have further questions.

Thank you,

Katrina Day
+1 503 788-9333 (Cell)
Katrina.day@idexpertscorp.com

From: Valerie Bollinger <Valerie.Bollinger@adm.idaho.gov>
Date: Friday, January 8, 2016 at 4:13 PM
To: "jeremy.henley@idexpertscorp.com" <jeremy.henley@idexpertscorp.com>
Cc: katrina day <katrina.day@idexpertscorp.com>
Subject: RFP16000145

Hi Jeremy,

Please see the attached letter seeking clarification of your Cost Proposal.

Thanks,

Valerie

Valerie Bollinger, JD
Buyer, Division of Purchasing
Idaho Department of Administration
Ph: 208.332.1631 -- Fax: 208.327.7320
My regular hours are Tues-Fri, 7am-6pm

Confidentiality Notice: The information contained in this electronic message is PRIVILEGED and confidential information intended only for the use of the individual entity or entities named as recipient or recipients. If the reader is not the intended recipient, be hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by electronic mail or by telephone and permanently delete this message from your computer system.

EXHIBIT F – COST PROPOSAL

RFP16000145 Data Breach and Credit Monitoring Services

(ME) Exhibit F "Cost Proposal" must be completed and returned with your response.

Provide your fully-burdened rate which must include, but not be limited to, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, profit, and supplies.

Size of Breach Event (Number of Eligible Persons)	Cost per notification* (Exhibit B, Sect. B3) (Unit Price)	General Call Center (Exhibit B, Sect. B4) cost per call (Unit Price)
0 – 10,000	$2.48	$3.28
10,001 – 100,000	$2.15	$2.05
100,001 – 500,000	$1.00	$.75
500,001 – 1,000,000	$.90	$.55
1,000,001 – 5,000,000	$.87	$.50
5,000,001+	$.75	$.40
AVERAGE unit price (for evaluation purposes only)	$	$

*Cost must include single page (duplex) notification, #10 envelope, and first class postage.

Number of Active Participants	One Year Single-Bureau Credit Monitoring/Identity Theft Protection (Exhibit B, Sect. B5)per person (Unit Price)	One Year Triple-Bureau Credit Monitoring/Identity Theft Protection (Exhibit B, Sect. B5)per person (Unit Price)
0 – 1,500	$28.00	$50.00
1,501 – 15,000	$25.00	$49.00
15,001 – 75,000	$24.00	$45.00
75,001 – 150,000	$23.00	$43.00
150,001 – 750,000	$22.00	$40.00
750,000+	$18.00	$33.00
AVERAGE unit price (for evaluation purposes only)	$	$

Company Name: Identity Theft Guard Solutions (dba ID Experts)

Company Address:10300 SW Greenburg Rd., Suite 570, Portland, OR 97223

Name of Individual submitting bid: Katrina Day

Phone: 503 788-9333 Fax:

E-mail: katrina.day@idexpertscorp.com

PLEASE NOTE THAT COVERAGE PROVIDED UNDER GROUP MASTER POLICY IFS-4-NY-1 DOES NOT INCLUDE COVERAGE II. EMERGENCY CASH/CASH RECOVERY.

American Bankers Insurance Company of Florida

A Stock Insurance Company

11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

IDENTITY FRAUD INSURANCE CERTIFICATE OF INSURANCE

INSURING AGREEMENT

We will provide the insurance described in this Certificate to association members in return for:

a. the payment of premium; and
b. compliance with all applicable provisions of this Certificate.

Various provisions in this Certificate restrict coverage. Read the entire Certificate carefully to determine rights, duties and what is and is not covered.

COVERAGE

Identity Fraud - Expense Reimbursement

I. We will reimburse the association member for expenses and legal costs incurred by the association member from our legal network provider, less any deductibles set forth on the Declarations Page, as the direct result of the following:

A. **Fraud or Embezzlement**
For loss arising out of fraud or embezzlement perpetrated against the association member, during the term of the membership.

B. **Theft**
For loss resulting directly from theft of property related to the association member's information, checkbook, savings record, ATM access or securities from the association member, during the term of the membership, by a person from whom the association member purchased goods or services.

C. **Forgery**
For loss resulting directly from forgery or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay money that are:
1. Made or drawn by or drawn upon the association member's account; or
2. Made or drawn by one purporting to act as the association member's agent.

D. **Data Breach**
For loss resulting directly from the misuse of association member's information as a result of a data compromise of information from a financial institution, a credit reporting agency, a credit grantor or a securities firm that results in monies stolen from the association member's accounts or misuse of data to obtain property, credit or monies using the association member's information.

E. **Stolen Identity Event**
For loss resulting from a stolen identity event occurring on or arising out of the use of the Internet. The occurrence must be during the term of the membership.

II. **Emergency Cash/Cash Recovery:** We will provide the association member an Emergency Cash or Cash Recovery benefit limited to payment for one occurrence within any 12 consecutive months of the term of the membership not to exceed the limit of liability shown on the Declarations Page in the event the association member experiences one of the following events:

A. Emergency Cash Association member reports wallet lost or stolen to a law enforcement agency while traveling at least 100 miles from home;

Or

B. Cash Recovery credit card deductibles, and/or funds directly drawn from the association member's checking or savings account should the association member have documented lost funds due to an act of fraud, embezzlement, theft, forgery or data breach which have not been recovered.

We will pay up to the limit of insurance shown on the Declarations Page.

DEFINITIONS

We, Us, and Our means American Bankers Insurance Company of Florida.

Access Device means a card (including credit, debit and ATM cards), code, PIN, password, personal check or other similar means of access to the association member's account at a financial institution that may be used by the association member to gain access to said account for the purpose of withdrawing or transferring funds, making purchases, or making long distance or cellular/digital (wireless) telephone calls.

Association means Consumer Assist Network Association, Inc.

Association member means an association member who is in good standing with the association:

a. who has paid the membership fee;
b. whose name is shown on the enrollment/registration form; and
c. is named as certificate holder on the Declarations page.

Data Breach means the misuse of the **association member's** information as a result of a data compromise of information from a financial institution, a credit reporting agency, a credit grantor or a securities firm that results in monies stolen from the **association member's** accounts or misuse of data to obtain credit or monies using the **association member's** information.

Date of Discovery occurs when the **association member** first becomes aware of facts which would cause a reasonable person to assume that a **loss** covered by this insurance has been or will be incurred, even though the exact amount or details of **loss** may not then be known. Discovery also occurs when the **association member** receives notice of an actual or potential claim against the **association member** involving **loss** covered under this insurance.

Direct Loss means a **loss** which occurs directly and immediately when a covered cause of **loss** affects covered property.

Expenses mean:

1. Costs incurred by the **association member** for re-filing applications for loans, grants, or other credit that are rejected solely because the lender received from any source incorrect information as a result of the **identity fraud;**

2. Costs for notarizing affidavits or other similar documents, long distance telephone calls, and postage reasonably incurred as a result of the **association member's** efforts to report an **identity fraud** or amend or rectify records as to the **association member's** true name or identity as a result of an **identity fraud;**

3. Costs for contesting the accuracy or completeness of any information contained in a credit report following an **identity fraud;**

4. Payment for reasonable **expenses** incurred that were a result of recovery from an **identity fraud** such as, transcript costs, appeal bond, court filing fees, expert witness or courier fees;

5. Actual lost base wages that would have been earned, for time reasonably and necessarily taken off work solely as a result of efforts to amend or rectify records as to the **association member's** identity as a result of an **identity fraud**. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days but not for sick days or any cost arising from time taken from self-employment. Coverage is limited to base wages within 12 months after discovery of an **identity fraud.**

Family member means the spouse, parent, siblings, children, relations by marriage and/or any other member of, or persons residing in the **association member's** household.

Forgery means the signing of the name of another person or organization with intent to deceive; it does not mean a signature, which consists in whole or in part of one's own name signed, in any capacity, for any purpose.

Fraud or embezzlement means:

1. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by the **association member**, but which was in fact fraudulently transmitted by someone else without the **association member's** knowledge or consent; or
2. A written instruction issued by the **association member**, which was altered by someone other than the **association member**, or purported to be issued by the **association member** but was forged or fraudulently issued without the **association member's** knowledge or consent; or
3. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by the **association member** which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without the **association member's** or the employee's knowledge or consent.

Identity Fraud means the act of knowingly transferring or using, without lawful authority, a means of identification of the **association member** with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal, State or local law.

Loss means the **expenses** and **legal costs** incurred by the **association member** as the direct result of a covered transaction.

Legal Costs means the costs for reasonable fees for an attorney appointed by **us** from **our legal network provider** or costs, up to a maximum of $75 per hour, for reasonable fees for an attorney selected by the **association member** and related court fees, incurred by the **association member** with **our** consent, for:

1. Defense of any legal action brought against the **association member** by a merchant, creditor or collection agency or entity acting on their behalf for non-payment of goods or services or default on a loan as a result of the **identity fraud;**
2. The removal of any criminal or civil judgments wrongly entered against the **association member** as a result of **identity fraud;** and
3. Challenging the accuracy or completeness of any information in a consumer credit report.

Legal network provider means the entity contracted with **us** to provide access to a nationwide network of qualified attorneys to perform pre-negotiated services at a pre-negotiated rate.

Master Policyholder means the Association identified on the Declarations.

Occurrence means an incident of an actual or attempted fraudulent, dishonest or criminal act or series of related acts, whether committed by one or more persons.

Occurrence date means the earliest possible date of discovery.

Proof of Loss means receipts for reasonable out of pocket **expenses.**

Stolen Identity Event means the theft, unauthorized, or illegal use of the **association member's** name, social security number, or other method of identifying the **association member.**

EXCLUSIONS

This Certificate does not cover:

a. loss due to any fraudulent, dishonest or criminal act by the **association member** or any person acting in concert with the **association member**, or immediate **family member**, whether acting alone or in collusion with others;

b. loss resulting directly or indirectly from any errors or omissions occurring in the following actions:
   1. the input of data to any computer system; or
   2. the processing of data by any computer system; or
   3. the manual or electronic processing of any output produced by any computer system;

c. loss resulting directly or indirectly from the voluntary surrendering by the **association member** of any **access device**, in whole or in part, to any person or entity;

d. loss resulting from any unintentional clerical error in the transfer from or debit of any account of the **association member** which is initiated by a financial institution, or any employee(s) thereof. However, this exclusion shall not apply to a fraudulent act of an employee(s) of a financial institution where said employee(s) is acting without the permission or instruction of their employer;

e. loss in connection with any pre-authorized transfer from any account to or for the benefit of a financial institution, or to any other account of the **association member**;

f. indirect or consequential loss of any nature;

g. loss of potential income not realized by the **association member**;

h. loss other than **expenses**;

i. loss resulting from an **identity fraud** that was discovered prior to the effective date of this Certificate;

j. loss arising out of business pursuits of the **association member**;

k. loss of valuable papers, valuable documents, jewelry, silverware and other personal property including the philatelic value of stamps and the numismatic value of coins not in circulation;

l. property damage, bodily injury or personal injury;

m. losses incurred from financial performance of any investment of financial product;

n. loss from games of chance;

o. as to Coverage, Section I, items A – E, recovery of actual financial losses of any kind from acts of fraud or identity theft;

p. as to Coverage, Section II, Emergency Cash/Cash Recovery, losses other than credit card deductibles, cash and funds directly drawn from a checking or savings account when not a result of an attempted transfer of funds to any other account by the **association member**. All other monetary devices are excluded.

q. any loss, claims or damages that are not covered under the terms and provisions of this Certificate;

r. losses or costs incurred for legal fees from any attorney not within our legal provider network;

s. any loss which occurred while the **association member** was not an active and paid **association member** of the **association**.

CONDITIONS

1. **Limits of Insurance** - Our maximum limit of liability for loss under this Certificate shall not exceed the applicable limit stated in the Declarations Page.

   All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts, whether committed by one or more persons, shall be deemed to arise out of one **occurrence**.

   Our total aggregate limit of liability shown on the Declarations Page will be the maximum amount we will pay for all covered losses per **association member** regardless of the number of losses that occur for any one **association member** during the term of the membership.

2. **Coverage Period** - This insurance coverage will become effective on the date indicated on the Declarations of this Certificate at 12:01 A.M. Standard Time, at the **association member's** address stated in the Declarations.

3. **Loss Payment**
   We will pay any loss covered under this Certificate within thirty (30) days after:
   a. We reach agreement with the **association member**; or
   b. The entry of final judgement.

4. **Deductible** – Certain losses are subject to a deductible amount as shown on the Declarations Page. We will not pay for loss in any one occurrence until the amount of the loss exceeds the deductible shown on the Declarations Page. We will then pay the amount of the loss in excess of the deductible, up to the applicable limit of liability not exceeding the maximum amount of insurance shown on the Declarations Page.

5. **Notice of Claim** must be given to us by the **association member**:
   a. in writing; and

b. within a reasonable time period after the date of discovery.

6. **Settlement of Claims**
We will pay all covered claims within ninety (90) days from the date we receive acceptable proof of loss at our office.

7. **Duties When Loss Occurs** - Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim under the terms of this Certificate, the association is responsible for notifying the association member of the following requirements:

a. Give notice as soon as practicable to:
(1) the appropriate authority and affected institutions, if applicable; and
(2) us or any of our authorized agents;

If the loss involves a violation of law, the association member shall also notify the police. The association member must submit a copy of the police report when filing a claim;

b. File detailed proof of loss, duly sworn to, with us within 60 days after the discovery of loss;

c. Upon our request, submit to examination by us, and subscribe the same, under oath if required;

d. Upon our request, cooperate to help us enforce legal rights against anyone who may be liable to the association member to include giving evidence and attending depositions, hearing and trials;

e. Produce for our examination all pertinent records;

f. Cooperate with us in all matters pertaining to loss or claims;

g. For Cash Recovery, provide documentation from the financial institution that the funds were fraudulently removed and are non recoverable from the financial institution; and

h. For Emergency Cash, the association member must submit a copy of a police report from a law enforcement agency within the jurisdiction in which the wallet was lost or stolen.

all at such reasonable times and places as we shall designate.

The association member shall not voluntarily assume or admit any liability, nor, except at said association member's own cost, voluntarily make any payment or incur any expense without our prior written consent, such consent not to be unreasonably withheld.

The association member shall keep books, receipts, bills and other records in such manner that we can accurately determine the amount of any loss. At any time subsequent to the reporting of the loss to us, we may examine and audit the association member's books and records as they relate to a loss under this Certificate.

8. **Transfer of Rights of Recovery Against Others to Us** - If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing to impair them.

9. **Assignment** - This Certificate may not be assigned to another person without our written consent. We will have no liability under this Certificate in the case of assignment without such written consent.

10. **Other Insurance** - This insurance is excess in the event coverage is provided under any other policy/certificate.

11. **Action Against Us** – No action may be brought against us unless there has been full compliance with all of the terms and conditions of this Certificate and suit is filed within one year from the date of occurrence. No one will have the right to join us as a party to any against the policyholder or association member.

12. **Cancellation of Certificate** - This Certificate may be cancelled by the association member by surrender thereof to us or any of our authorized agents or by mailing to us written notice stating when thereafter the cancellation shall be effective. Cancellation will be effective the last day of the month that the cancellation is received in our office. Premium for the month in which cancellation is effective is fully earned and no return premium will be paid for that month.

If the association member fails to pay the monthly premium this Certificate will automatically terminate 30 days after due date of premium.

We may cancel this Certificate by mailing to the association member, at the last address known to us, written notice at least 30 days prior to the date cancellation is to take effect.

All Certificates of Insurance will terminate at the same time as the Master Policy.

Upon cancellation claim (s) for coverages under this Certificate that have a proven occurrence date during the Certificate coverage dates will be covered, should the claim be filed within 90 days post cancellation and within 60 days from date of discovery.

13. **Concealment or Misrepresentation** - This Certificate is void as to any association member if, at any time, said association member has:
a. intentionally concealed or misrepresented a material fact or circumstance;
b. engaged in fraudulent conduct; or
c. made false statements;
relating to this Certificate.

We shall not be liable to any **association member** for loss suffered as a result of action or inaction by the **association member**, including such action or inaction as may result in voidance of coverage.

14. **Nonrenewal** – We may elect not to renew this Certificate. We may do so by delivering to the **association member** at their address shown in the Declarations, written notice at least 30 days before the anniversary date of this Certificate which is written for an indefinite term. Proof of mailing will be sufficient proof of notice.

15. **Conformity to Statute:** This Certificate is amended to comply with the statutes of the jurisdiction:
    a. where it is issued; and
    b. on the effective date.

WITNESS WHEREOF, we have caused this Certificate to be signed by its authorized Company officers and countersigned (where required by law) on the Declarations Page by a duly authorized representative.

SECRETARY

PRESIDENT

American Bankers Insurance Company of Florida
A Stock Insurance Company
11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

IDENTITY FRAUD INSURANCE
MANDATORY AMENDATORY ENDORSEMENT - NEW YORK

THIS ENDORSEMENT CHANGES THE CERTIFICATE OF INSURANCE. PLEASE READ IT CAREFULLY.

Coverage, **Identity Fraud – Expense Reimbursement**, items I. and II. B. are deleted and replaced by the following:

I. We will reimburse the **association member** for expenses and legal costs incurred by the **association member**, less any deductibles set forth on the Declarations Page, as the direct result of the following:

II.B. **Cash Recovery** traditional credit cards, pre-paid credit cards, and debit card deductibles, and/or funds directly drawn from the **association member's** mobile device (smart phone), or checking or savings account should the **association member** have documented lost funds due to an act of **fraud, embezzlement, theft, forgery**, or other data breach which have not been recovered.

Definitions, **Association** is deleted and replaced by the following:

Association means Consumer Assist Network Association, Inc., or any other eligible association, sponsor, employer, business or entity named as Policyholder on the Declarations Page.

Definitions, **Association Member** is deleted and replaced by the following:

Association Member means a member, customer, cardholder, borrower, or employee of the **Master Policyholder** who is in good standing with the **Master Policyholder**:

a. who has paid the membership fee/product fee; and
b. whose name is shown on the enrollment/registration form; and
c. is named as certificate holder on the Declarations Page.

Definitions, **Expenses** items 2. And 4. Are deleted and replaced by the following:

2. Costs for notarizing affidavits or other similar documents, long distance telephone calls, travel and postage reasonably incurred as a result of the **association member's** efforts to report an **identity fraud** or amend or rectify records as to the **association member's** true name or identity as a result of an **identity fraud**;

4. Payment for reasonable **expenses** incurred that were a result of recovery from an **identity fraud** such as; credit freeze or credit thaw costs, transcript costs, appeal bond, court filing fees, expert witness or courier fees;

Definitions, **Expenses** item 6. is added.

6. Child or elderly care costs that would have otherwise not been incurred, resulting from time reasonably and necessarily taken away from providing such care as a result of efforts to amend or rectify records as to the **association member's** identity as a result of an **identity fraud**.

Definitions, **Legal Costs** item 2. is deleted and replaced by the following:

2. Defense of or the removal of any criminal or civil judgments wrongly entered against the **association member** as a result of **identity fraud**; and

Definitions, **Master Policyholder** is deleted and replaced by the following:

Master Policyholder means the entity named on the Declarations Page.

Exclusions, item p. and r. are deleted and replaced by the following:

p. as to Coverage, Section II, Emergency Cash/Cash Recovery, losses other than traditional credit cards, pre-paid credit cards, and debit card deductibles, cash and funds drawn directly from a mobile device (smart phone), checking or savings account. All other monetary devices are excluded;

r. for legal fees in excess of $75 per hour;

Condition 7. **Duties When Loss Occurs**, item g. is deleted and replaced by the following:

g. For Cash Recovery, the **association member** must authorize the financial institution to provide certified documentation directly to us, signed by an authorized financial institution representative. This documentation must indicate that funds were fraudulently removed, the amount of the loss, the type of loss suffered, and confirmation that funds are non-recoverable from the financial institution; and

Condition 11. **Action Against Us** is deleted and replaced by the following:

11. **Action Against Us** – No action may be brought against us unless there has been full compliance with all of the terms and conditions of this Certificate and suit is filed within 24 months from the date of occurrence. No one will have the right to join us as a party to any against the **policyholder** or **association member**.

Condition 12. **Cancellation of Certificate** is deleted and replaced by the following:

12. **Cancellation of Certificate** – This Certificate may be cancelled by the **association member** by surrender thereof to us or any of our authorized agents or by mailing to us written notice stating when thereafter the cancellation shall be effective. Cancellation will be effective the last day of the month that the cancellation is received in our office.

    If we cancel, the return premium will be computed pro rata. If the **master policyholder** or the **association member** request cancellation, the return premium will be computed pro rata.

    We may cancel this Certificate by mailing to the **association member** at their last known mailing address to us, at least 45 days, or 20 days if based upon non-payment of premium, before the date cancellation takes effect.

    When this Certificate has been in effect for 60 days or more, or at any time it is a renewal with us, we may cancel for one or more of the following reasons:

    a. nonpayment of premium;

    b. conviction of a crime arising out of acts increasing the hazard insured against;

    c discovery of fraud or material misrepresent in the obtaining of the Certificate or in the presentation of a claim thereunder;

    d. after issuance of the Certificate or after the last renewal date, discovery of an act or omission that substantially and materially increases the hazard insured against, and which occurred subsequent to the inception of the current Certificate coverage period;

    e. material physical change in the property insured, occurring after issuance or last renewal date of the Certificate which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the Certificate was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal, which causes the risk of loss to be substantially or materially increased beyond that contemplated at the time the Certificate was issued or last renewed;

    f. a determination by the superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public;

    g. a determination by the superintendent that the continuation of the Certificate would violate or would place us in violation of any provision of the New York Insurance Laws; and

    h. where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk or danger that the **association member** will destroy or permit to be destroyed the insured property for the purpose of collecting the insurance proceeds, provided, however, that:
       (1) notice of cancellation on this ground will inform the **association member** in plain language that the **association member** must act within ten days if review by the department is desired; and
       (2) notice of cancellation on this ground will be provided simultaneously by us to the department; and
       (3) upon written request to the department by the **association member**, the department will undertake a review of the grounds for cancellation to determine whether or not we have satisfied the criteria for cancellation as specified; if after such review the department finds no sufficient cause for cancellation the notice of cancellation will be deemed null and void.

    Upon cancellation, claim(s) for coverages under this Certificate that have a proven **occurrence date** during the Certificate coverage dates will be covered, should the claim be filed within 90 days post cancellation and within 60 days from **date of discovery**.

    All Certificates of Insurance will terminate at the same time as the Master Policy.

    All notices of cancellation and nonrenewal will contain the specific reason for cancellation and nonrenewal.

Condition 16. **Appraisal** is added as follows:

16. **Appraisal** – In case the **association member** and we shall fail to agree as to the actual cash value, the extent of the loss or damage or the amount of the loss or damage, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then on request of the **association member** or us, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately the actual cash value, the extent of the loss or damage and the amount of the loss or damage to each item; and failing to agree, such submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with us shall determine the amount of the actual cash value, the extent of the loss or damage and the amount of the loss or damage. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

PLEASE NOTE THAT COVERAGE PROVIDED UNDER GROUP MASTER POLICY IFS-6-MN-1 DOES NOT INCLUDE COVERAGE II. EMERGENCY CASH/CASH RECOVERY.

American Security Insurance Company

A Stock Insurance Company
11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

IDENTITY FRAUD INSURANCE CERTIFICATE OF INSURANCE

INSURING AGREEMENT

We will provide the insurance described in this Certificate to association members in return for:

a. the payment of premium; and
b. compliance with all applicable provisions of this Certificate.

Various provisions in this Certificate restrict coverage. Read the entire Certificate carefully to determine rights, duties and what is and is not covered.

COVERAGE

Identity Fraud - Expense Reimbursement

I. We will reimburse the association member for expenses and legal costs incurred by the association member from our legal network provider, less any deductibles set forth on the Declarations Page, as the direct result of the following:

A. **Fraud or Embezzlement**
For loss arising out of fraud or embezzlement perpetrated against the association member, during the term of the membership.

B. **Theft**
For loss resulting directly from theft of property related to the association member's information, checkbook, savings record, ATM access or securities from the association member, during the term of the membership, by a person from whom the association member purchased goods or services.

C. **Forgery**
For loss resulting directly from forgery or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay money that are:
1. Made or drawn by or drawn upon the association member's account; or
2. Made or drawn by one purporting to act as the association member's agent.

D. **Data Breach**
For loss resulting directly from the misuse of association member's information as a result of a data compromise of information from a financial institution, a credit reporting agency, a credit grantor or a securities firm that results in monies stolen from the association member's accounts or misuse of data to obtain property, credit or monies using the association member's information.

E. **Stolen Identity Event**
For loss resulting from a stolen identity event occurring on or arising out of the use of the Internet. The occurrence must be during the term of the membership.

II. **Emergency Cash/Cash Recovery:** We will provide the association member an Emergency Cash or Cash Recovery benefit limited to payment for one occurrence within any 12 consecutive months of the term of the membership not to exceed the limit of liability shown on the Declarations Page in the event the association member experiences one of the following events:

A. Emergency Cash Association member reports wallet lost or stolen to a law enforcement agency while traveling at least 100 miles from home;

Or

B. Cash Recovery credit card deductibles, and/or funds directly drawn from the association member's checking or savings account should the association member have documented lost funds due to an act of fraud, embezzlement, theft, forgery or data breach which have not been recovered.

We will pay up to the limit of insurance shown on the Declarations Page.

DEFINITIONS

We, Us, and Our means American Security Insurance Company.

Access Device means a card (including credit, debit and ATM cards), code, PIN, password, personal check or other similar means of access to the association member's account at a financial institution that may be used by the association member to gain access to said account for the purpose of withdrawing or transferring funds, making purchases, or making long distance or cellular/digital (wireless) telephone calls.

Association means Consumer Assist Network Association, Inc.

Association member means an association member who is in good standing with the association:

a. who has paid the membership fee;
b. whose name is shown on the enrollment/registration form; and

c. is named as certificate holder on the Declarations page.

Data Breach means the misuse of the **association member's** information as a result of a data compromise of information from a financial institution, a credit reporting agency, a credit grantor or a securities firm that results in monies stolen from the **association member's** accounts or misuse of data to obtain credit or monies using the **association member's** information.

Date of Discovery occurs when the **association member** first becomes aware of facts which would cause a reasonable person to assume that a loss covered by this insurance has been or will be incurred, even though the exact amount or details of loss may not then be known. Discovery also occurs when the **association member** receives notice of an actual or potential claim against the **association member** involving loss covered under this insurance.

Direct Loss means a loss which occurs directly and immediately when a covered cause of loss affects covered property.

Expenses mean:

1. Costs incurred by the **association member** for re-filing applications for loans, grants, or other credit that are rejected solely because the lender received from any source incorrect information as a result of the **identity fraud**;

2. Costs for notarizing affidavits or other similar documents, long distance telephone calls, and postage reasonably incurred as a result of the **association member's** efforts to report an **identity fraud** or amend or rectify records as to the **association member's** true name or identity as a result of an **identity fraud**;

3 Costs for contesting the accuracy or completeness of any information contained in a credit report following an **identity fraud**;

4. Payment for reasonable **expenses** incurred that were a result of recovery from an **identity fraud** such as; transcript costs, appeal bond, court filing fees, expert witness or courier fees;

5. Actual lost base wages that would have been earned, for time reasonably and necessarily taken off work solely as a result of efforts to amend or rectify records as to the **association member's** identity as a result of an **identity fraud**. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days but not for sick days or any cost arising from time taken from self-employment. Coverage is limited to base wages within 12 months after discovery of an **identity fraud**.

Family member means the spouse, parent, siblings, children, relations by marriage and/or any other member of, or persons residing in the **association member's** household.

Forgery means the signing of the name of another person or organization with intent to deceive; it does not mean a signature, which consists in whole or in part of one's own name signed, in any capacity, for any purpose.

Fraud or embezzlement means:

1. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by the **association member**, but which was in fact fraudulently transmitted by someone else without the **association member's** knowledge or consent; or
2. A written instruction issued by the **association member**, which was altered by someone other than the **association member**, or purported to be issued by the **association member** but was forged or fraudulently issued without the **association member's** knowledge or consent; or
3. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by the **association member** which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without the **association member's** or the employee's knowledge or consent.

Identity Fraud means the act of knowingly transferring or using, without lawful authority, a means of identification of the **association member** with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal, State or local law.

Loss means the **expenses** and **legal costs** incurred by the **association member** as the direct result of a covered transaction.

Legal Costs means the costs for reasonable fees for an attorney appointed by **us** from **our legal network provider** or costs, up to a maximum of $75 per hour, for reasonable fees for an attorney selected by the **association member** and related court fees, incurred by the **association member** with **our** consent, for:

1. Defense of any legal action brought against the **association member** by a merchant, creditor or collection agency or entity acting on their behalf for non-payment of goods or services or default on a loan as a result of the **identity fraud**;
2. The removal of any criminal or civil judgments wrongly entered against the **association member** as a result of **identity fraud**; and
3. Challenging the accuracy or completeness of any information in a consumer credit report.

Legal network provider means the entity contracted with **us** to provide access to a nationwide network of qualified attorneys to perform pre-negotiated services at a pre-negotiated rate.

Master Policyholder means the Association identified on the Declarations.

Occurrence means an incident of an actual or attempted fraudulent, dishonest or criminal act or series of related acts, whether committed by one or more persons.

Occurrence date means the earliest possible date of discovery.

Proof of Loss means receipts for reasonable out of pocket **expenses**.

Stolen Identity Event means the theft, unauthorized, or illegal use of the **association member's** name, social security number, or other method of identifying the **association member.**

EXCLUSIONS

This Certificate does not cover:

a. loss due to any fraudulent, dishonest or criminal act by the **association member** or any person acting in concert with the **association member**, or immediate **family member**, whether acting alone or in collusion with others;

b. loss resulting directly or indirectly from any errors or omissions occurring in the following actions:
   1. the input of data to any computer system; or
   2. the processing of data by any computer system; or
   3. the manual or electronic processing of any output produced by any computer system;

c. loss resulting directly or indirectly from the voluntary surrendering by the **association member** of any **access device**, in whole or in part, to any person or entity;

d. loss resulting from any unintentional clerical error in the transfer from or debit of any account of the **association member** which is initiated by a financial institution, or any employee(s) thereof. However, this exclusion shall not apply to a fraudulent act of an employee(s) of a financial institution where said employee(s) is acting without the permission or instruction of their employer;

e. loss in connection with any pre-authorized transfer from any account to or for the benefit of a financial institution, or to any other account of the **association member**;

f. indirect or consequential loss of any nature;

g. loss of potential income not realized by the **association member**;

h. loss other than **expenses**;

i. loss resulting from an **identity fraud** that was discovered prior to the effective date of this Certificate;

j. loss arising out of business pursuits of the **association member**;

k. loss of valuable papers, valuable documents, jewelry, silverware and other personal property including the philatelic value of stamps and the numismatic value of coins not in circulation;

l. property damage, bodily injury or personal injury;

m. losses incurred from financial performance of any investment of financial product;

n. loss from games of chance;

o. as to Coverage, Section I, items A – E, recovery of actual financial losses of any kind from acts of fraud or identity theft;

p. as to Coverage, Section II, Emergency Cash/Cash Recovery, losses other than credit card deductibles, cash and funds directly drawn from a checking or savings account when not a result of an attempted transfer of funds to any other account by the **association member**. All other monetary devices are excluded.

q. any loss, claims or damages that are not covered under the terms and provisions of this Certificate;

r. losses or costs incurred for legal fees from any attorney not within **our** legal provider network;

s. any loss which occurred while the **association member** was not an active and paid **association member** of the **association**.

CONDITIONS

1. **Limits of Insurance** - **Our** maximum limit of liability for loss under this Certificate shall not exceed the applicable limit stated in the Declarations Page.

   All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

   Our total aggregate limit of liability shown on the Declarations Page will be the maximum amount we will pay for all covered losses per **association member** regardless of the number of losses that occur for any one **association member** during the term of the membership.

2. **Coverage Period** - This insurance coverage will become effective on the date indicated on the Declarations of this Certificate at 12:01 A.M. Standard Time, at the **association member's** address stated in the Declarations.

3. **Loss Payment**
   We will pay any loss covered under this Certificate within thirty (30) days after:
   a. We reach agreement with the **association member**; or
   b. The entry of final judgement.

4. **Deductible** – Certain losses are subject to a deductible amount as shown on the Declarations Page. We will not pay for loss in any one occurrence until the amount of the loss exceeds the deductible shown on the Declarations Page. We will then pay the amount of the loss in excess of the deductible, up to the applicable limit of liability not exceeding the maximum amount of insurance shown on the Declarations Page.

5. **Notice of Claim** must be given to us by the **association member**:
   a. in writing; and

b. within a reasonable time period after the date of discovery.

6. **Settlement of Claims**
We will pay all covered claims within ninety (90) days from the date we receive acceptable proof of loss at our office.

7. **Duties When Loss Occurs** - Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim under the terms of this Certificate, the association is responsible for notifying the association member of the following requirements:

   a. Give notice as soon as practicable to:
      (1) the appropriate authority and affected institutions, if applicable; and
      (2) us or any of our authorized agents;

      If the loss involves a violation of law, the association member shall also notify the police. The association member must submit a copy of the police report when filing a claim;

   b. File detailed proof of loss, duly sworn to, with us within 60 days after the discovery of loss;

   c. Upon our request, submit to examination by us, and subscribe the same, under oath if required;

   d. Upon our request, cooperate to help us enforce legal rights against anyone who may be liable to the association member to include giving evidence and attending depositions, hearing and trials;

   e. Produce for our examination all pertinent records;

   f. Cooperate with us in all matters pertaining to loss or claims;

   g. For Cash Recovery, provide documentation from the financial institution that the funds were fraudulently removed and are non recoverable from the financial institution; and

   h. For Emergency Cash, the association member must submit a copy of a police report from a law enforcement agency within the jurisdiction in which the wallet was lost or stolen.

all at such reasonable times and places as we shall designate.

The association member shall not voluntarily assume or admit any liability, nor, except at said association member's own cost, voluntarily make any payment or incur any expense without our prior written consent, such consent not to be unreasonably withheld.

The association member shall keep books, receipts, bills and other records in such manner that we can accurately determine the amount of any loss. At any time subsequent to the reporting of the loss to us, we may examine and audit the association member's books and records as they relate to a loss under this Certificate.

8. **Transfer of Rights of Recovery Against Others to Us** - If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing to impair them.

9. **Assignment** - This Certificate may not be assigned to another person without our written consent. We will have no liability under this Certificate in the case of assignment without such written consent.

10. **Other Insurance** - This insurance is excess in the event coverage is provided under any other policy/certificate.

11. **Action Against Us** – No action may be brought against us unless there has been full compliance with all of the terms and conditions of this Certificate and suit is filed within at least two year after an occurrence. No one will have the right to join us as a party to any against the policyholder or association member.

12. **Cancellation of Certificate** - This Certificate may be cancelled by the association member by surrender thereof to us or any of our authorized agents or by mailing to us written notice stating when thereafter the cancellation shall be effective. Cancellation will be effective the last day of the month that the cancellation is received in our office.

    If we cancel, the return premium will be computed pro rate. If the master policyholder or association member requests cancellation, the return premium will be computed pro rata.

    When the Certificate has been in effect for more than sixty (60) days, we may cancel or non-renew for one or more of the following reasons:

    a. nonpayment of premium;
    b. misrepresentation or fraud made with the knowledge of the insured;
    c. risk materially increased by an act or omission of the insured;
    d. physical changes that are not corrected resulting in property becoming uninsurable; or
    e. nonpayment of dues to an association or organization when payment of dues is a prerequisite to continuing coverage.

    If the association member fails to pay the monthly premium this Certificate will automatically terminate 30 days after due date of premium.

    We may cancel this Certificate by mailing to the association member, at the last address known to us, written notice at least 30 days prior to the date cancellation is to take effect.

    All Certificates of Insurance will terminate at the same time as the Master Policy.

Upon cancellation claim (s) for coverages under this Certificate that have a proven occurrence date during the Certificate coverage dates will be covered, should the claim be filed within 90 days post cancellation and within 60 days from date of discovery.

13. **Concealment or Misrepresentation** - This Certificate is void as to any association member if, at any time, said association member has:
    a. intentionally concealed or misrepresented a material fact or circumstance;
    b. engaged in fraudulent conduct; or
    c. made false statements;

    relating to this Certificate.

    We shall not be liable to any association member for loss suffered as a result of action or inaction by the association member, including such action or inaction as may result in voidance of coverage.

14. **Nonrenewal** – We may elect not to renew this Certificate. We may do so by delivering to the association member at their address shown in the Declarations, written notice at least 30 days before the anniversary date of this Certificate which is written for an indefinite term. Proof of mailing will be sufficient proof of notice.

15. **Conformity to Statute:** This Certificate is amended to comply with the statutes of the jurisdiction:
    a. where it is issued; and
    b. on the effective date.

WITNESS WHEREOF, we have caused this Certificate to be signed by its authorized Company officers and countersigned (where required by law) on the Declarations Page by a duly authorized representative.

Jeannie Aragon Cruz
SECRETARY

PRESIDENT

American Security Insurance Company
A Stock Insurance Company
11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

IDENTITY FRAUD INSURANCE

MANDATORY AMENDATORY ENDORSEMENT - MINNESOTA

THIS ENDORSEMENT CHANGES THE CERTIFICATE OF INSURANCE. PLEASE READ IT CAREFULLY.

COVERAGE, Identity Fraud – Expense Reimbursement, item I, the first paragraph is and item II. B., are deleted and replaced by the following:

I. We will reimburse the **association member** for expenses and **legal costs** incurred by the **association member**, less any deductible set forth on the Declarations Page, as the direct result of the following:

II.B. **Cash Recovery** traditional credit cards, pre-paid credit cards, and debit card deductibles, and/or funds directly drawn from the **association member's** mobile device (smart phone), or checking or savings account should the **association member** have documented lost funds due to an act of **fraud, embezzlement, theft, forgery,** or other data breach which have not been recovered.

DEFINITIONS, Association is deleted and replaced by the following:

Association means Consumer Assist Network Association, Inc., or any other eligible association, sponsor, employer, business or entity named as **Policyholder** on the Declarations Page.

DEFINTIONS, Association member is deleted and replaced by the following:

Association member means a member, customer, cardholder, borrower, or employee of the **Master Policyholder** who is in good standing with the **Master Policyholder**:

a. who has paid the membership fee/product fee; and
b. whose name is shown on the enrollment/registration form; and
c. is named as certificate holder on the Declarations Page.

DEFINITIONS, Expenses items 2. and 4. are deleted and replaced by the following:

2. Costs for notarizing affidavits or other similar documents, long distance telephone calls, travel and postage reasonably incurred as a result of the **association member's** efforts to report an **identity fraud** or amend or rectify records as to the **association member's** true name or identity as a result of an **identity fraud**;

4. Payment for reasonable expenses incurred that were a result of recovery from an **identity fraud** such as, credit freeze, credit thaw costs, transcript costs, appeal bond, court filing fees, expert witness or courier fees;

DEFINITIONS, Expenses, item 6. is added:

6. Child or elderly care costs that would have otherwise not been incurred, resulting from time reasonably and necessarily taken away from providing such care as a result of efforts to amend or rectify records as to the **association member's** identity as a result of an **identity fraud**.

DEFINITIONS, Family member is deleted and replaced by the following:

Family member means the spouse, parent, siblings, children, relations by civil marriage and/or any other member of, or persons residing in the **association member's** household.

DEFINITIONS, Legal Costs item 2. is deleted and replaced by the following:

2. Defense of or the removal of any criminal or civil judgments wrongly entered against the **association member** as a result of **identity fraud**; and

DEFINITIONS, Master Policyholder is deleted and replaced by the following:

Master Policyholder means the entity named on the Declarations Page.

EXCLUSIONS, items p. and r. are deleted and replaced by the following:

p. as to Coverage, Section II. Emergency Cash/Cash Recovery, losses other than traditional credit cards, pre-paid credit cards, and debit card deductibles, cash and funds drawn directly from a mobile device (smart phone), checking or savings account. All other monetary devices are excluded;

r. legal fees in excess of $75 per hour;

CONDITIONS, item 3. Loss Payment is deleted and replaced by the following:

3. **Loss Payment**
   We will pay any loss covered under this Certificate within five (5) business days after:
   a. We reach agreement with the **association member**; or
   b. The entry of final judgment.

CONDITIONS, item 5. Notice of Claim is deleted and replaced by the following:

5. **Notice of Claim** must be given to us by the **association member** within a reasonable time period after the date of discovery.

   Notice of Claim to an agent of ours is an acceptable notice to us.

CONDITIONS, item 8. Transfer of Rights of Recovery Against Others to Us is amended to add the following paragraph:

Recovery against persons or organizations also insured under this Policy or any other Policy issued by us with respect to the same loss, is prohibited.

CONDITIONS, item 12. Cancellation of Certificate is deleted and replaced by the following:

12. **Cancellation of Certificate** - This Certificate may be cancelled by the **association member** by surrender thereof to us or any of our authorized agents or by mailing to us written notice stating when thereafter the cancellation shall be effective. Cancellation will be effective the last day of the month that the cancellation is received in our office.

    If we cancel, the return premium will be computed pro rata. If the **master policyholder** or **association member** requests cancellation, the return premium will be computed pro rata.

    When the Certificate has been in effect for more than ninety (90) days, we may cancel for one or more of the following reasons:
    a. nonpayment of premium;
    b. misrepresentation or fraud made by or with the knowledge of the **master policyholder** or **association member** in obtaining the policy or in pursuing a claim under the policy;
    c. actions by the **master policyholder** or **association member** that have substantially increased or substantially changed the risk insured;
    d. refusal of the **master policyholder** or **association member** to eliminate know conditions that increase the potential for loss after notification by us that the condition must be removed;
    e. determination by the commissioner that the continuation of the policy could place us in violation of the insurance laws of this state;
    f. loss of reinsurance; or
    g. nonpayment of dues to an association or organization when payment of dues is a prerequisite to continuing coverage.

    If the **association member** fails to pay the monthly premium this Certificate will automatically terminate thirty (30) after due date of premium.

    We may cancel this Certificate by mailing to the **association member**, at the last address known to us, written notice at least sixty (60) days prior to the date cancellation is to take effect.

    All Certificates of Insurance will terminate at the same time as the Master Policy.

    Upon cancellation claim(s) for coverages under this Certificate that have a proven **occurrence date** during the Certificate coverage dates will be covered, should the claim be filed within ninety (90) days post cancellation and within sixty (60) days from date of discovery.

CONDITIONS, item 13. Concealment or Misrepresentation is deleted and replaced by the following:

13. **Concealment or Misrepresentation** – No oral or written misrepresentation made by the **association member**, or in the **association member's** behalf, in the negotiation of insurance, shall be deemed material, or defeat or avoid the policy, or prevent its attaching, unless made with intent to deceive and defraud, or unless the matter misrepresented increases the risk of loss.

CONDITIONS, item 14. Nonrenewal is deleted and replaced by the following:

14. **Nonrenewal** - We may elect not to renew this Certificate. We may do so by delivering to the **association member** at their address shown in the Declarations Page, written notice at least sixty (60) days before the anniversary date of this Certificate which is written for an indefinite term. Proof of mailing will be sufficient proof of notice.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

AMERICAN SECURITY INSURANCE COMPANY
Administrative Offices: 260 Interstate North Circle Atlanta, GA 30339
Home Office: Atlanta, Georgia

ARBITRATION PROVISION

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO OBTAIN REDRESS THROUGH COURTS.

As used in this Arbitration Provision, "You" and "Your" mean the policyholder or policyholders, insureds, or additional insureds, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" mean American Security Insurance Company.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise), including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Policy or Certificate or any prior Policy or Certificate issued by Us to You, (2) Any credit, loan or purchase transaction in connection with which this Policy or Certificate or any prior Policy or Certificate was issued by Us to You, or (3) the validity, scope, interpretation, or enforceability of this Provision or of the entire Policy or Certificate ("Claim"), shall be resolved by binding arbitration before a single arbitrator. Unless You and We mutually agree on an alternative, the arbitration will take place in the county and state where You live. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator after You have been unsuccessful in obtaining a waiver of fees and costs from the AAA. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive federal and state law and applicable statutes of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Arbitration Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision, except that in no event shall this Arbitration Provision be amended or construed to permit arbitration on behalf of a group or class.** For the purpose of this Arbitration Provision, American Security Insurance Company shall be deemed to include all of its affiliates, successors and assigns, including but not limited to American Security Insurance Company, their respective principals, partners, officers and directors and all of the dealers, licensees, agents, and employees of any of the foregoing entities. This Arbitration Provision shall inure to the benefit of and be binding on You and each of the aforementioned persons and entities. This Provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Policy or Certificate.

No Class Actions/No Joinder of Parties: You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. You also agree that You will not join with others to bring Claims in the same arbitration proceeding unless all such persons are named on Your Policy or Certificate.

YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

AMERICAN SECURITY INSURANCE COMPANY

Administrative Offices: 260 Interstate North Circle, Atlanta, GA 30339
Home Office: Atlanta, Georgia

NOTICE CONCERNING POLICYHOLDER RIGHTS IN INSOLVENCY UNDER THE MINNESOTA GUARANTY ASSOCIATION LAW

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, subject to limits and exclusions, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

Minnesota Insurance Guaranty Association
7600 Parklawn Avenue, Suite 460
Edina, Minnesota 55435-5137
(952) 831-1908

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to $300,000. This limit does not apply to workers' compensation insurance. Protection by the guaranty association is subject to other substantial limitations and exclusions. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The Guaranty Association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

CSID

Review Your Credit Alert from CSID

Log in to view your alert

Log In Now

Dear TAG_FIRSTNAME,

As part of your CSID subscription, we monitor your credit file each business day for changes that may indicate potential identity theft. We watch for reported changes including new inquiries, new credit accounts, address changes and public record additions. When changes to your credit file occur, we alert you to review.

CSID has found an alert that requires your attention. For security purposes, the details of the alert are not provided in this email.

Log in to your account to view your alert.

Protecting your identity is our number one priority. If you have any questions, please contact CSID Member Services at 1-855-890-2743 or email support@CSID.com.

Sincerely,

CSID

Master Agreement - Attachment 2 - Redacted

CSID

Alert Types and Notification Triggers (A.4)

Listed below are all of the alert types that are generated from both the credit and non-credit monitoring services previously listed as being available to all eligible persons, as well as the descriptions of what prompts the alerts:

Non-Credit Alerts

Type of Alert	Description of Alert Trigger
Change of Address Alert	A new change of address was reported to the United States Postal Service matching the eligible person's identity.
Court Record Alert	A new court record was reported to a courthouse in the United States matching the eligible person's identity. This can include the traffic violations, misdemeanors, felonies, and warrants. This can also include when an existing court records file has changed to match the individual's identity. It also returns arrests made with the individual's identity within 24-36 hours of being booked.
CyberAgent Alert	A new record was identified in the black market with the eligible person's monitored personal information, credentials, or financial information.
Non-Credit Alert	A new non-credit loan was obtained using the eligible person's identity. This can include online and storefront payday loan providers, and rent-to-own businesses.
SSN Trace Alert	A new address or name has been found associated to the eligible person's SSN. This includes credit header data, public records/court proceedings, bankruptcies, and liens.
Sex Offender Alert	A new Sex Offender has moved into the eligible person's area (current address). This can also include when an existing Sex Offender record in the area has changed address, name, or location,and/or if a Sex Offender has registered in the individual's name.

Credit Alerts[d1]

Bureau	Description
TransUnion	Delinquent Account Record Added To Your Credit File
TransUnion	Fraud Record Added To Your Credit File
TransUnion	Improved Account Record Added To Your Credit File
TransUnion	New Account Added To Your Credit File
TransUnion	New Address Added To Your Credit File
TransUnion	New Bankruptcy Record Added To Your Credit File
TransUnion	New Employment Record Added To Your Credit File
TransUnion	New Inquiry Record Added To Your Credit File
TransUnion	New Public Record Added To Your Credit File

Policy Number: IFS-5-DE-1

American Bankers Insurance Company of Florida

A Stock Insurance Company

11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

DECLARATIONS PAGE

Policyholder and Mailing Address:

CSIdentity Corporation, a Delaware Corporation
1501 South Mopac Expressway, Suite 200
Austin, TX 78746

Policy Period: From July 1st, 2015 To: July 1st, 2016
12:01 a.m. standard time at your mailing address shown above.

In return for the payment of the premium, and subject to all terms of this Policy, we agree with the Policyholder to provide Insurance as stated in this Policy.

Summary of Coverages:

Type of Coverage	Aggregate Limit of Liability	Deductible
I. Expense Reimbursement A. Fraud or Embezzlement B. Theft C. Forgery D. Data Breach E. Stolen Identity Event	$1,000,000.00 per member	No Deductible
II. Emergency Cash (A) / Cash Recovery (B)	Not Applicable	Not Applicable

Premium: Paid for by the Policyholder

Form Numbers of Coverage Forms, Endorsements and other forms that are part of this Policy.

Identity Fraud Blanket Policy AJ9012PKK-0414
Privacy Notice DF00244A-0415

Countersigned at:_____

This _____ day of _____, 20_____.

_____
AUTHORIZED REPRESENTATIVE

American Bankers Insurance Company of Florida

A Stock Insurance Company

11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

IDENTITY FRAUD BLANKET POLICY

INSURING AGREEMENT

We will provide the insurance described in this Policy to association members in return for:

a. the payment of premium; and

b. compliance with all applicable provisions of this Policy.

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

COVERAGE

Identity Fraud - Expense Reimbursement

I. We will reimburse the association member for expenses and legal costs incurred by the association member, less any deductibles set forth on the Declarations Page, as the direct result of the following:

A. **Fraud or Embezzlement**
For loss arising out of fraud or embezzlement perpetrated against the association member, during the term of the membership.

B. **Theft**
For loss resulting directly from theft of property related to the association member's information, checkbook, savings record, ATM access or securities from the association member, during the term of the membership, by a person from whom the association member purchased goods or services.

C. **Forgery**
For loss resulting directly from forgery or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay money that are:
1. Made or drawn by or drawn upon the association member's account; or
2. Made or drawn by one purporting to act as the association member's agent.

D. **Data Breach**
For loss resulting directly from the misuse of association member's information as a result of a data compromise of information from a financial institution, a credit reporting agency, a credit grantor or a securities firm that results in monies stolen from the association member's accounts or misuse of data to obtain property, credit or monies using the association member's information.

E. **Stolen Identity Event**
For loss resulting from a stolen identity event occurring on or arising out of the use of the Internet. The occurrence must be during the term of the membership.

II. **Emergency Cash / Cash Recovery:** We will provide the association member an Emergency Cash or Cash Recovery benefit limited to payment for one occurrence within any 12 consecutive months of the term of the membership not to exceed the limit of liability shown on the Declarations Page in the event the association member experiences the following event:

A. Emergency Cash Association member reports wallet lost or stolen to a law enforcement agency while traveling at least 100 miles from home;

Or

B. Cash Recovery traditional credit cards, pre-paid credit cards, and debit card deductibles, and/or funds directly drawn from the association member's mobile device (smart phone), or checking or savings account should the association member have documented lost funds due to an act of fraud, embezzlement, theft, forgery or data breach which have not been recovered.

We will pay up to the limit of insurance shown on the Declarations Page.

DEFINITIONS

We, Us, and Our means American Bankers Insurance Company of Florida.

Access Device means a card (including credit, debit and ATM cards), code, PIN, password, personal check or other similar means of access to the association member's account at a financial institution that may be used by the association member to gain access to said account for the purpose of withdrawing or transferring funds, making purchases, or making long distance or cellular/digital (wireless) telephone calls.

Association means Consumer Assist Network Association, Inc., or any other eligible association, sponsor, employer, business or entity named as Policyholder on the Declarations Page.

Association member mean a member, customer, cardholder, borrower, or employee of the Master Policyholder who is in good standing with the Master Policyholder:

a. who has paid the membership fee/ product fee; and

b. whose name is shown on the enrollment/registration form.

Data Breach means the misuse of the association member's information as a result of a data compromise of information from a financial institution, a credit reporting agency, a credit grantor or a securities firm that results in monies stolen from the

association member's accounts or misuse of data to obtain credit or monies using the association member's information.

Date of Discovery occurs when the association member first becomes aware of facts which would cause a reasonable person to assume that a loss covered by this insurance has been or will be incurred, even though the exact amount or details of loss may not then be known. Discovery also occurs when the association member receives notice of an actual or potential claim against the association member involving loss covered under this insurance.

Direct Loss means a loss which occurs directly and immediately when a covered cause of loss affects covered property.

Expenses mean:

1. Costs incurred by the association member for re-filing applications for loans, grants, or other credit that are rejected solely because the lender received from any source incorrect information as a result of the identity fraud;

2. Costs for notarizing affidavits or other similar documents, long distance telephone calls, travel and postage reasonably incurred as a result of the association member's efforts to report an identity fraud or amend or rectify records as to the association member's true name or identity as a result of an identity fraud;

3 Costs for contesting the accuracy or completeness of any information contained in a credit report following an identity fraud;

4. Payment for reasonable expenses incurred that were a result of recovery from an identity fraud such as; credit freeze, credit thaw costs, transcript costs, appeal bond, court filing fees, expert witness or courier fees;

5. Actual lost base wages that would have been earned, for time reasonably and necessarily taken off work solely as a result of efforts to amend or rectify records as to the association member's identity as a result of an identity fraud. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days but not for sick days or any cost arising from time taken from self-employment. Coverage is limited to base wages within 12 months after discovery of an identity fraud.

6. Child or elderly care costs that would have otherwise not been incurred, resulting from time reasonably and necessarily taken away from providing such care as a result of efforts to amend or rectify records as to the association member's identity as a result of an identity fraud.

Family member means the spouse, parent, siblings, children, relations by marriage and/or any other member of, or persons residing in the association member's household.

Forgery means the signing of the name of another person or organization with intent to deceive; it does not mean a signature, which consists in whole or in part of one's own name signed, in any capacity, for any purpose.

Fraud or embezzlement means:

1. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by the association member, but which was in fact fraudulently transmitted by someone else without the association member's knowledge or consent; or
2. A written instruction issued by the association member, which was altered by someone other than the association member, or purported to be issued by the association member but was forged or fraudulently issued without the association member's knowledge or consent; or
3. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by the association member which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without the association member's or the employee's knowledge or consent.

Identity Fraud means the act of knowingly transferring or using, without lawful authority, a means of identification of the association member with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal, State or local law.

Loss means the expenses and legal costs incurred by the association member as the direct result of a covered transaction.

Legal Costs means the costs for reasonable fees for an attorney appointed us from our legal network provider or costs, up to a maximum of $75 per hour, for reasonable fees for an attorney selected by the association member and related court fees, incurred by the association member with our consent, for:

1. Defense of any legal action brought against the association member by a merchant, creditor or collection agency or entity acting on their behalf for non-payment of goods or services or default on a loan as a result of the identity fraud;
2. Defense of or the removal of any criminal or civil judgments wrongly entered against the association member as a result of identity fraud; and
3. Challenging the accuracy or completeness of any information in a consumer credit report.

Legal network provider means the entity contracted with us to provide access to a nationwide network of qualified attorneys to perform pre-negotiated services at a pre-negotiated rate.

Occurrence means an incident of an actual or attempted fraudulent, dishonest or criminal act or series of related acts, whether committed by one or more persons.

Occurrence date means the earliest possible date of discovery.

Policyholder means the entity identified on the Declarations Page of this Policy.

Proof of Loss means receipts for reasonable out of pocket expenses.

Stolen Identity Event means the theft, unauthorized, or illegal use of the association member's name, social security number, or other method of identifying the association member.

EXCLUSIONS

This Policy does not cover:

a. loss due to any fraudulent, dishonest or criminal act by the association member or any person acting in concert with the association member, or immediate family member, whether acting alone or in collusion with others;

b. loss resulting directly or indirectly from any errors or omissions occurring in the following actions:
   1. the input of data to any computer system; or
   2. the processing of data by any computer system; or
   3. the manual or electronic processing of any output produced by any computer system;

c. loss resulting directly or indirectly from the voluntary surrendering by the association member of any access device, in whole or in part, to any person or entity;

d. loss resulting from any unintentional clerical error in the transfer from or debit of any account of the association member which is initiated by a financial institution, or any employee(s) thereof. However, this exclusion shall not apply to a fraudulent act of an employee(s) of a financial institution where said employee(s) is acting without the permission or instruction of their employer;

e. loss in connection with any pre-authorized transfer from any account to or for the benefit of a financial institution, or to any other account of the association member;

f. indirect or consequential loss of any nature;

g. loss of potential income not realized by the association member;

h. loss other than expenses;

i. loss resulting from an identity fraud that was discovered prior to the effective date of this Policy;

j. loss arising out of business pursuits of the association member;

k. loss of valuable papers, valuable documents, jewelry, silverware and other personal property including the philatelic value of stamps and the numismatic value of coins not in circulation;

l. property damage, bodily injury or personal injury;

m. losses incurred from financial performance of any investment of financial product;

n. loss from games of chance;

o. as to Coverage, Section I, items A – E, to recovery of actual financial losses of any kind from acts of fraud or identity theft;

p. as to Coverage, Section II, Emergency Cash / Cash Recovery, to losses other than traditional credit cards, pre-paid credit cards, and debit card deductibles, cash and funds directly drawn from a mobile device (smart phone), checking or savings account. All other monetary devices are excluded;

q. any loss, claims or damages that are not covered under the terms and provisions of this Policy;

r. for legal fees in excess of $75 per hour;

s. any loss which occurred while the association member was not an active and paid association member of the association.

CONDITIONS

1. **Limits of Insurance** - Our maximum limit of liability for loss under this Policy shall not exceed the applicable limit stated on the Declarations Page.

   All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

   Our total aggregate limit of liability shown on the Declarations Page will be the maximum amount we will pay for all covered losses per association member regardless of the number of losses that occur for any one association member during the term of the membership.

2. **Loss Payment**
   We will pay any loss covered under this Policy within thirty (30) days after:
   a. We reach agreement with the association member; or
   b. The entry of final judgment.

3. **Notice of Claim** must be given to us by the association member:
   a. in writing; and
   b. within a reasonable time period after the date of discovery.

4. **Settlement of Claims**
   We will pay all covered claims within ninety (90) days from the date we receive acceptable proof of loss at our office.

5. **Duties When Loss Occurs** - Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim under the terms of this Policy, the association is responsible for notifying the association member of the following requirements:

   a. Give notice as soon as practicable to:
      (1) the appropriate authority and affected institutions, if applicable; and
      (2) us or any of our authorized agents;

      If the loss involves a violation of law, the association member shall also notify the police. The association member must submit a copy of the police report when filing a claim;

b. File detailed proof of loss, duly sworn to, with us within sixty (60) days after the discovery of loss;

c. Upon our request, submit to examination by us, and subscribe the same, under oath if required;

d. Upon our request, cooperate to help us enforce legal rights against anyone who may be liable to the **association member** to include giving evidence and attending depositions, hearing and trials;

e. Produce for our examination all pertinent records;

f. Cooperate with us in all matters pertaining to loss or claims;

g. For Cash Recovery, the **association member** must authorize the financial institution to provide certified documentation directly to us, signed by an authorized financial institution representative. This documentation must indicate that funds were fraudulently removed, the amount of the loss, the type of the loss suffered, and confirmation that funds are non-recoverable from the financial institution; and

h. For Emergency Cash, the **association member** must submit a copy of a police report from a law enforcement agency within the jurisdiction in which the wallet was lost or stolen.

all at such reasonable times and places as we shall designate.

The **association member** shall not voluntarily assume or admit any liability, nor, except at said **association member's** own cost, voluntarily make any payment or incur any expense without our prior written consent, such consent not to be unreasonably withheld.

The **association member** shall keep books, receipts, bills and other records in such manner that we can accurately determine the amount of any loss. At any time subsequent to the reporting of the loss to us, we may examine and audit the **association member's** books and records as they relate to a loss under this Policy.

6. **Transfer of Rights of Recovery Against Others to Us** - If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing to impair them.

7. **Assignment** - This Policy may not be assigned to another person without our written consent. We will have no liability under this Policy in the case of assignment without such written consent.

8. **Other Insurance** - This insurance is excess in the event coverage is provided under any other policy/certificate.

9. **Action Against Us** – No action may be brought against us unless there has been full compliance with all of the terms and conditions of this Policy and suit is filed within twenty-four (24) months from the date of occurrence. No one will have the right to join us as a party to any against the **policyholder** or **association member**.

10. **Cancellation of Policy** - This Policy may be cancelled by the **policyholder** for any reason upon thirty (30) days written notice to us and each effected **association member** stating when thereafter the cancellation shall be effective.

If we cancel, the return premium will be computed pro rata. If the **policyholder** requests cancellation, the return premium will be computed pro rata.

We may cancel this Policy by mailing to the **policyholder**, at the mailing address shown in the policy and to each affected association member at their last known address, written notice at least sixty (60) days, or ten (10) days based upon non-payment of premium, before the date cancellation takes effect. The written notice will state the reason for cancellation.

When this Policy has been in effect for sixty (60) days or more, we may cancel for one or more of the following reasons:

a. nonpayment of premium;
b. conviction of a crime arising out of acts increasing the hazard insured against;
c. discovery of fraud or material misrepresentation in the obtaining of the Policy or in the presentation of a claim thereunder;
d. fraud;
e. failure to comply with loss control recommendations;
f. loss of or changes in reinsurance;
g. material increase in hazard due to changes in statutory or case law;
h. loss of or change in capacity;
i. any other reasons approved by the commissioner.

Upon cancellation claim (s) for coverages under this Policy that have a proven occurrence date during the Policy coverage dates will be covered, should the claim be filed within ninety (90) days post cancellation and within sixty (60) days from date of discovery.

We may elect not to renew this Policy. We may do so by delivering to the **policyholder** at their address shown in the Declarations, written notice at least sixty (60) days before the anniversary date of this Policy which is written for an indefinite term. The written notice will state the reason for Nonrenewal. Proof of mailing will be sufficient proof of notice.

All coverage under this Policy will terminate at the same time as the Policy.

All notices of cancellation and nonrenewal will contain the specific reason for cancelation and nonrenewal.

11. **Concealment or Misrepresentation** - This Policy is void as to any **policyholder** if, at any time, said **policyholder** or any **association member** has:

a. intentionally concealed or misrepresented a material fact or circumstance;
b. engaged in fraudulent conduct; or
c. made false statements;
relating to this Policy.

We shall not be liable to any association member for loss suffered as a result of action or inaction by the policyholder, including such action or inaction as may result in voidance of coverage.

12. **Conformity to Statute:** This Policy is amended to comply with the statutes of the jurisdiction:
a. where it is issued, and
b. on the effective date.

13. **Reporting** – The association is to send us reports on a form provided by us. This form will include the names and addresses of the association members entitled to the benefits under this Policy. The association is to send the report no later than the fifteenth (15) day of the month following the reporting period.

14. **Examination of Books and Records** - We may examine and audit the association's books and records as they relate to this Policy at a mutually agreed time and place during the coverage period and up to three (3) years afterward.

15. **Appraisal** – In the case the policyholder and we shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterest umpire; and failing for fifteen (15) days to agree upon such umpire, then on request the policyholder or us, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and failing to agree, such submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with us shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

WITNESS WHEREOF, we have caused this Policy to be signed by its authorized Company officers and countersigned (where required by law) on the Declarations Page by a duly authorized representative.

Jeannie Aragon Cy

SECRETARY

PRESIDENT

ASSURANT Solutions®

ASSURANT Specialty Property®

Privacy Notice

You are a valued customer and we strive to meet your privacy concerns. We want to make sure your personal information is protected and that you understand the policies that protect you.

Assurant Solutions and Assurant Specialty Property companies and other insurers that operate under this Privacy Notice ("we") provide insurance, service contracts and membership products. Our products may be sold directly to individuals, sold through our agents or offered on behalf of other companies. These other companies may be banks; finance companies; retailers; utilities; automobile dealers, manufactured housing or mortgage companies.

Pursuant to the United States Gramm-Leach Bliley Act, companies that qualify as financial institutions must provide their customers with a Privacy Notice on an annual basis. If you have asked not to be solicited, that request is still in effect. You do not need to contact us again. This is not a solicitation. You do not need to respond.

This Privacy Notice gives you examples of the types of data we lawfully collect, use, share or disclose; and the kinds of companies with whom we may lawfully share such data. These examples serve only as illustrations; they should not be considered all of the data we may lawfully collect, use or share. Below is our privacy pledge to you:

Our Privacy Principles:

- We do not sell your personal information.
- We do not share your personal information with anyone outside the Assurant Solutions or Assurant Specialty Property family of affiliated companies unless you expressly authorize the sharing, or it is permitted or required by law.
- We do not allow those with whom we do business to use our customer information for their own marketing purposes unless there is a valid joint marketing agreement.
- We will not collect, use, share or disclose any of your information if prohibited by law.
- We contractually require any person or business providing products or services on our behalf to safeguard our customer information

Information We May Collect

The level of information we may collect varies depending upon the type of services and products we offer you. Here are some examples of the types of information we may collect and how we gather it:

- From you (or provided to us on your behalf), on applications and other forms you submit to us, for example: your name; address; social security number; telephone number, employer; and income.
- From your transactions with our companies or other nonaffiliated parties; for example: your name; address; telephone number; age; credit card use; insurance coverage; transaction history; claims history; and premiums.
- From consumer reporting agencies, public records and data collection agencies; for example: your obligations with others and your creditworthiness. However, we will not use your credit score, credit report or any other credit-related information in jurisdictions where it is prohibited by law.
- From health care providers, such as doctors and hospitals; for example: your past or present health condition. Health data will be collected only if we need to find out if you are eligible for coverage, process claims, prevent fraud, as authorized by you or as the law may permit or require. NOTE: We collect health data only to manage a health-related product or service; for example: life or disability insurance, for which you applied, or as otherwise permitted by law.
- From you when you enroll, request a service, or file a claim on one of our websites; for example: your name, address, contract number, credit card issuer and account number, personal identification number, e-mail address, service contract and claim information.
- From your visits to our Internet websites; for example: session number and user ID. By reviewing our Online Privacy Policy along with the legal notice, terms of use, site agreement or similar named link appearing on any of our websites, you may learn of any "cookies" utilized by us and of any additional information that may be collected from you on that site.

Information We May Disclose or Share and with Whom

We may lawfully share customer information with other entities as needed to deliver products and services to you, provide customer service, or handle your account.

Disclosures Permitted by Law

We share customer information as described above and as permitted by law.

Disclosures for Joint Marketing and Servicing

We may lawfully share customer information with persons or organizations inside or outside our family of companies that perform marketing services for us or with whom we have joint marketing agreements.

Information Regarding Former Customers

We treat the information of prospective and former customers in the same manner as existing customers with respect to the use of personal information.

Our Security Procedures

We restrict access to customer information to those employees whom we know have a valid business purpose to have access to such data. We maintain physical, electronic and procedural safeguards. We require those who provide services for us and to whom we provide your data to keep your information safeguarded and confidential.

Changes to this Privacy Notice

We reserve the right to change this Privacy Notice at any time. If we make material changes, we will provide current customers a new notice that describes our new practices and will post it on our Internet websites.

Notice of Insurance Information Practices

We may collect personal information from persons other than the individual or individuals proposed for coverage. Personal information as well as other personal or privileged information subsequently collected by us may in certain circumstances be disclosed to a third party without your authorization. You have the right to access and correct all personal information collected. A more complete Notice of Insurance Information Practices will be furnished to you upon request.

New Mexico and Vermont Residents

As required by state law, we will not share your financial or health data without your permission except as allowed by applicable New Mexico or Vermont law.

The following companies underwrite or market services under the Assurant Solutions or Assurant Specialty Property service marks and adhere to this Privacy Notice. We value our relationship with you. Should you have any questions about our Privacy Notice, please write to us at The Assurant Solutions/Assurant Specialty Property Privacy Office, Post Office Box 979047, Miami, FL 33197-9047 or e-mail us your question at theprivacyoffice@assurant.com.

Affiliates:

- American Bankers General Agency, Inc.
- American Bankers Insurance Company of Florida
- American Bankers Life Assurance Company of Florida
- American Bankers Management Company, Inc.
- American Memorial Life Insurance Company
- American Reliable Insurance Company
- Assurant Payment Services, Inc
- American Security Insurance Company
- Assurant Service Protection, Inc.
- Assurant Services of Puerto Rico, Inc.
- Caribbean American Life Assurance Company
- Caribbean American Property Insurance Company
- Consumer Assist Network Association, Inc.
- Federal Warranty Service Corporation
- Insureco, Inc.
- Insureco Agency & Insurance Services, Inc.
- National Insurance Agency
- Reliable Lloyds Insurance Company
- Standard Guaranty Insurance Company
- Sureway, Inc
- The Signal, L.P.
- Time Insurance Company
- Tracksure Insurance Agency, Inc.
- Union Security Insurance Company
- Union Security Life Insurance Company of New York
- United Service Protection, Inc.
- United Service Protection Corporation
- U.S. Insurance Services, Inc.
- Voyager Indemnity Insurance Company
- Voyager Service Warranties, Inc.

Non-Affiliates:

- American Collectors Insurance, Inc.
- IA American Life Insurance Company
- Ranchers and Farmers Mutual Insurance Company
- Republic Lloyds
- Southern County Mutual Insurance Company
- Hallmark County Mutual Insurance Company
- American Hobbyist Insurance, Inc.

November 9, 2015

AMENDMENT 1

To: All concerned vendors

RE: RFP16000145 Data Breach and Credit Monitoring Services

I. **The following are changes made to the referenced RFP. This additional information is added to and is made part of the referenced RFP.**

1. The deadline to submit questions is hereby extended to 11:59:59 pm Mountain Time on Monday, November 16, 2015.

There are no other changes. If you have already submitted your Proposal and this addendum will alter your Proposal, please contact the Division of Purchasing. **Please remember to sign the acknowledgment below and submit it with your proposal.**

Thank you for your interest in supplying the needs of the State of Idaho.

Best,

/s/ Valerie Bollinger, Buyer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Proposal.

ACKNOWLEDGEMENT OF AMENDMENT 1 TO RFP16000145

Signature	12.8.15 Date
Jeremy R Henley Printed Name	ID Experts Company Name

November 15, 2015

AMENDMENT 2

To: All concerned vendors

RE: RFP16000145 Data Breach and Credit Monitoring Services

I. **The following are changes made to the referenced RFP. This additional information is added to and is made part of the referenced RFP.**

1. The following states have asked to be included in the list of states named as potential participating entities in Section 2.5 of the RFP: New Mexico and Vermont.

2. See the file with the title "RFP16000145 Q_A" for the State's answers to all timely received questions. The answers are hereby incorporated into the RFP by reference.

There are no other changes. If you have already submitted your Proposal and this addendum will alter your Proposal, please contact the Division of Purchasing. **Please remember to sign the acknowledgment below and submit it with your proposal.**

Thank you for your interest in supplying the needs of the State of Idaho.

Best,

/s/ Valerie Bollinger, Buyer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Proposal.

ACKNOWLEDGEMENT OF AMENDMENT 2 TO RFP16000145

Signature	12.8.15 Date
Jeremy R Henley Printed Name	ID Experts Company Name

November 19, 2015

AMENDMENT 3

To: All concerned vendors

RE: RFP16000145 Data Breach and Credit Monitoring Services

I. The closing date of this RFP is now December 8, 2015.

II. The following are changes made to the referenced RFP. This additional information is added to and is made part of the referenced RFP.

1. See the file with the title "RFP16000145 Q_A_Part 2" for the State's answers to additional timely received questions. The answers are hereby incorporated into the RFP by reference.

There are no other changes. If you have already submitted your Proposal and this addendum will alter your Proposal, please contact the Division of Purchasing. **Please remember to sign the acknowledgment below and submit it with your proposal.**

Thank you for your interest in supplying the needs of the State of Idaho.

Best,

/s/ Valerie Bollinger, Buyer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Proposal.

ACKNOWLEDGEMENT OF AMENDMENT 3 TO RFP16000145

Jeremy R Henley	12.8.15
Signature	**Date**
Jeremy R Henley	ID Experts
Printed Name	**Company Name**

1 Lincoln Center
10300 SW Greenburg Road, Suite 570
Portland, Oregon 97223

ID Experts® and Client
PROJECT PLAN
Proposed Mail Date: TBD

This Project Plan is dependent on ID Experts® receiving the final mailing data for the affected population. Once ID Experts receives this data, in the proper format, ID Experts will maintain a 7 day launch date. The Project Plan below provides specific deliverables and deadlines to meet the expected launch date. The following dates Day 1-Day 7 are placeholders until we have true dates.

Breach Response Timeline

Date:	TBD
Mail Date:	TBD
Call Center Live Date	TBD

Important Final Due Dates

Data Load	TBD
Notification Letter	TBD
FAQs	TBD

Deliverable	Final Due Date	Owner	Complete	Description
Project Plan	Day 1	ID Experts	Yes	Outline of Engagement and Action Plan.
Mailing Data Load	Day 1	Client		Must be returned in sample format; data is directly loaded into CRM system. Data must include name and full address and be in final form.
NCOA search	Day 1	ID Experts		ID Experts will perform a National Change of Address (NCOA) search. The NCOA search is run by the U.S. Postal Service and will provide the most current address on file for an individual. The NCOA search will also provide a current list of States for regulatory needs if applicable
Notification Letter	Day 1	ID Experts		Template provided for Client customization, additions and review
a. Signature for Notification Letters	Day 3	Client		Please determine who will sign off on the Notification Letter
b. Logo for Notification Letter	Day 3	Client		Must be a high resolution image in a .jpeg or .tif format.
Revisions: Notification Letter Final	Day 3	ID Experts		This day will be utilized to finalize the Notification Letter by working hand in hand with Client.
FINAL: Notification Letter Final	Day 4	ID Experts/Client		ID Experts will review the Notification Letter and provide input to maintain the desired communication strategy. This date final in order to meet mailing date
Letter programming	Day 4	ID Experts		ID Experts will begin the programming for tracking and recording within the CRM system.
Mailing Notification Letters	Day 7	ID Experts		Final Notification Letter to all individuals.
Returned Mail/Undeliverables Decision	Day 7	ID Experts		Undelivered hardcopy letters will be destroyed in 30 days unless requested prior to initial mailing. All electronic documentation will be saved and stored electronically for 7 years and available to Client at any time.
Regulatory Notification Letters	Day 3	ID Experts		ID Experts will request approval or revisions from Client. This letter will communicate the breach incident to the regulated Attorney Generals and other regulatory agencies.
FINAL: Regulatory Notification Letters	Day 6	ID Experts/Client		ID Experts will finalize the regulatory notification letters based on Client's edits.

Master Agreement - Attachment 2 - Redacted

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Portland, Oregon 97223

Mailing Regulatory Notification Letters	Day 6	ID Experts		ID Experts will print and mail one day prior to legal notificationmailing.
Press Release Draft	Day 5	ID Experts		Draft of Press Release will be submitted to Client for review.
Press Release Final	Day 7	ID Experts		Press Release notice to prominent media outlets serving the State or jurisdiction.
Client Internal Communication	Day 5	ID Experts		ID Experts will provide Client with internal employee and staff communication for appropriate breach management.
Call Center Services				
VRU Script Approval	Day 3	ID Experts		Voice Response Unit Script: The message that callers will receive once they dial in - Client and ID Experts will work together to approve appropriateverbiage.
Call Center Scripting FAQ's	Day 3	ID Experts		ID Experts will provide suggested Call Center Scripting FAQs Client can revise and add any addition questions to communicate.
FINAL. Call Center Scripting FAQ's	Day 5	CEent		Final FAQs will be uploaded in the CRM system and some will be uploaded into the website.
Programming FAQs	Day 5	ID Experts		ID Experts will load the final FAQs into our CRM system and begin agent training.
Unit Address	Day 3	ID Experts		ID Experts will provide a selection of URL addresses for Client to choose from as their website URL.
Custom Website Sample	Day 2	ID Experts		Website will contain enrollment links and general FAQ's - Client and ID Experts will work to customize website.
Custom Website Review and Approval	Day 5	Client		Client will review and approve all websitematerial.
Escalations Path	Day 5	Client		Escalation calls and special requests- discussion as to whom at Client will be on point and our main decision maker for escalations, with a response within 2-24 hours.
Agent Training	Day 6	ID Experts		Call Center Agent training with Final FAQs, requirements and deliverables.
Call Center Live	Day 8	ID Experts		Call Center Agents trained and live to handle all calls, questions and concerns.
Post Launch Activities				

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Portland, Oregon 97223

Status Reports	Daily-Weekly	ID Experts		ID Experts will provide status reports of call and website activity as well as number and method of enrollments; reports daily for first few weeks, then weekly after.
Schedule Status Meetings	Intermittent	ID Experts		Frequency to be determined. ID Experts responsible for assessing budget, service levels and providing recommendations to Client.
Satisfactions Interviews/Survey	TBS	ID Experts		ID Experts will send a Client satisfaction survey for Client's feedback.
Notification Letter Estimate Close	3-6 months post notification letter	ID Experts		Last day to enroll in Client sponsored monitoring program, as stated on the notification letter
Closure Reports	Following Closure	ID Experts		ID Experts will prepare a final report and presentation of the engagement.

Master Agreement - Attachment 2 - Redacted

Master Agreement - Attachment 3

EXHIBIT F – COST PROPOSAL

RFP16000145 Data Breach and Credit Monitoring Services

(ME) Exhibit F "Cost Proposal" must be completed and returned with your response.

Provide your fully-burdened rate which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, profit, and supplies.

Size of Breach Event (Number of Eligible Persons)	Cost per notification* (Exhibit B, Sect. B3) (Unit Price)	General Call Center (Exhibit B, Sect. B4) cost per call (Unit Price)
0 – 10,000	$2.48	$3.28
10,001 – 100,000	$2.15	$2.05
100,001 – 500,000	$1.00	$.75
500,001 – 1,000,000	$.90	$.55
1,000,001 – 5,000,000	$.87	$.50
5,000,001+	$.75	$.40
AVERAGE unit price (for evaluation purposes only)	$	$

*Cost must include single page (duplex) notification, #10 envelope, and first class postage.

Number of Active Participants	One Year Single-Bureau Credit Monitoring/Identity Theft Protection (Exhibit B, Sect. B5)per person (Unit Price)	One Year Triple-Bureau Credit Monitoring/Identity Theft Protection (Exhibit B, Sect. B5)per person (Unit Price)
0 – 1,500	$28.00	$50.00
1,501 – 15,000	$25.00	$49.00
15,001 – 75,000	$24.00	$45.00
75,001 – 150,000	$23.00	$43.00
150,001 – 750,000	$22.00	$40.00
750,000+	$18.00	$33.00
AVERAGE unit price (for evaluation purposes only)	**$**	**$**

Company Name: Identity Theft Guard Solutions (dba ID Experts)

Company Address:10300 SW Greenburg Rd., Suite 570, Portland, OR 97223

Name of Individual submitting bid: Katrina Day

Phone: 503 788-9333 Fax:

E-mail: katrina.day@idexpertscorp.com