

**RFP-22-69462
BUSINESS PROPOSAL
ATTACHMENT E**

Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.

Business Proposal

2.3.1 General (optional) - Please introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

By continuing its subscription to Accurint for Government Plus from LexisNexis Risk Solutions (LNRS), the Indiana Department of Child Services (DCS) will benefit from the best available solution for locating missing parents, relatives and other individuals while verifying key information about them.

Offering more information than any other vendor provides, LNRS delivers unmatched assistance with tasks DCS must accomplish: locating missing parents for child-support payments; locating relatives or next of kin for child placement; verifying individuals' criminal histories to keep children safe; and much more. Accurint can provide the requested locate and incarceration information for individuals nationwide.

Accurint allows searches to be performed much more efficiently than other solutions. Given a few pieces of information (e.g. a phonetically spelled name, the city of a previous address), Accurint can rapidly retrieve a complete and accurate identification of an individual, including criminal history, current and historical addresses, as well as associative links (relatives, associates, and neighbors).

The LNRS data repository is the most comprehensive available – containing 85 billion records. LNRS takes in data from more than 10,000 current and historical sources including more than 2.5 million new records every day. Combined, this equates to over 285 million unique identities. Accurint provides access to over 140 million jail booking records and 38 million offender images from 2,000+ law enforcement databases nationwide. Coverage includes 85% of all incarcerations in the U.S.

LNRS Batch Solutions offer fully automated search and delivery services featuring pinpoint search logic and providing cost-effective, high-speed results. What makes LNRS unique in the batch market is our ability to work with any data input set and return customized, on-point results with a processing speed that is unmatched. We build a Batch design approximately 10 business days after we receive the input file. Once the Batch is in production, the average turnaround time is less than 24 hours. While most data providers require their customers to follow strict input/output

layouts and file transfer methods, LNRS creates layouts and methods based on customer requirements. We can do this because we support a multitude of delivery options and input and output file-naming conventions. LNRS will accept your files via mutually acceptable format and return the outputs via secure FTP.

The LNRS proprietary data-linking technology resolves identities with up to 99.9% precision – making the data relevant and searchable for DCS. Accurint delivers authoritative results despite aliases, misspellings, nicknames, multiple Social Security numbers, and other variations.

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

- 2.3.2 Respondent's Company Structure** - Please include in this section the legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.

Legal Form of Business Organization; State of Incorporation and Certificate of Authority

LexisNexis Risk Solutions FL Inc. is a corporation, incorporated in the State of Minnesota and headquartered in Georgia. A certificate of good standing is on the following page.

**Office of the Minnesota Secretary of State
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name:	LexisNexis Risk Solutions FL Inc.
Date Filed:	12/21/1994
File Number:	8M-543
Minnesota Statutes, Chapter:	302A
Home Jurisdiction:	Minnesota
This certificate has been issued on:	08/03/2021



A handwritten signature in black ink that reads "Steve Simon".

Steve Simon
Secretary of State
State of Minnesota

Types of Business Ventures

LNRS is the trusted data analytics provider for organizations seeking actionable insights to manage risks and improve results. We deliver targeted solutions that

empower well-informed decisions while upholding the highest standards for security and privacy. The DCS can rely upon LNRS to meet your online investigative research needs.

Government, law enforcement and public safety agencies trust us for superior data, linking capabilities and analytics that help officials make more accurate, timely and informed decisions, enhance investigations, reduce fraud, increase program integrity and support revenue discovery and recovery.

For 45 years we've been committed to making certain our customers are prepared to manage change and meet every challenge. We leverage our industry-leading Big Data computing platform with vast data assets and proprietary fast-linking technology to enable organizations of all sizes to better analyze and understand data at scale, improving time-to-results and decisions.

We prevent fraudsters from exploiting stolen identities and give banks the data and tools to help combat money laundering. We enable millions of disadvantaged people to obtain credit, often for the first time. We provide U.S. auto insurance companies better risk assessment so they can offer customers lower prices and enable healthcare providers to reduce medical costs. We make the world a safer place from criminals, rescue missing children, and help save police officers' lives.

LNRS uncovers the information that commercial organizations, government agencies and nonprofits need to get a complete picture of individuals, businesses and assets with industry-leading data and analytic solutions. We offer innovative solutions to serve a wide range of industries and government while upholding the highest standard for security and privacy. Employing more than 7,000 people in the United States, we serve customers in more than 100 countries.

LNRS offers the largest and most comprehensive base of public and proprietary information available today. We leverage approximately 85 billion public and proprietary records that are refreshed daily with an additional 2.5 million search records.

In addition, we provide coverage on more than 285 million unique consumer identities, 33 million active U.S. businesses, and millions more inactive businesses. As a result, we provide a level of business insight that is unrivalled in the marketplace.

Using advanced technology within existing customer workflows, we quickly and efficiently deliver specific, in-depth information gathered across thousands of unique data sources to address industry-specific needs.

As a leading information provider, LNRS has decades of experience managing big data – from publicly available information such as worldwide newspapers, magazines,

articles, research, case law, legal regulations, periodicals, and journals – to public records such as bankruptcies, liens, judgments, real estate records and much more.

To manage, sort, link, and analyze billions of records within sub-seconds, LNRS designed a data intensive supercomputer built on our own high performing computing cluster (HPCC) platform that is proven for the past 20 years with customers who need to sort through billions of records. Customers such as leading banks, insurance companies, utilities, law enforcement and federal government depend on LNRS technology and information solutions to help them make better decisions faster.

Designed to manage the most complex and data-intensive analytical problems, HPCC Systems can process, analyze, and find links and associations in high volumes of complex data significantly faster and more accurately than current technology systems. HPCC Systems scales linearly from tens to thousands of nodes handling many petabytes (one petabyte equals 1,024 terabytes), supporting millions of transactions per day.


Local, State and Federal government agencies across the country trust LNRS to help them access, analyze and act upon important identity information. Also using LNRS are:

- 93% of all federal and state and local law enforcement agencies in solving crimes
- 95 out of the top 100 personal lines insurance companies
- 100% of the top 50 U.S. banks for fraud mitigation and regulatory compliance
- 7 of the world's top 10 banks
- 78% of the Fortune 500 companies

Organization Chart

The primary parent company of LexisNexis Risk Solutions FL Inc., owning 100%, is LexisNexis Risk Holdings Inc. The parent company of LexisNexis Risk Holdings Inc. is RELX Inc.



 Above: **Organization Chart.** LexisNexis Risk Solutions FL Inc. and its parent companies.

The division of the organization responsible for the development and marketing of the requested products and/or services in the United States will be LexisNexis Risk Solutions FL Inc.

2.3.3 Respondent's Diversity, Equity and Inclusion Information - With the Cabinet appointment of a Chief Equity, Inclusion and Opportunity Officer, on February 1, 2021, the State of Indiana sought to highlight the importance of this issue to the state. Please share leadership plans or efforts to measure and prioritize diversity, equity, and inclusion. Also, what is the demographic compositions of Respondents' Executive Staff and Board Members, if applicable.

LNRS shares DCS's belief that diversity is a strength for both our organization and our customers.

At LNRS we are passionate about making a positive impact on society and customers through our unique contributions as a business including access to information, advance of science and health, protection of society, promotion of the rule of law and access to justice, and fostering communities. We are fully committed to creating a fair and equitable work environment for our people and in all the countries and territories in which we operate we seek to comply with local employment and equality laws.

We want LNRS to be a great place to work, where our employees feel valued, have equal opportunities and benefit from pay equality, regardless of their gender, gender identity, national origin, race, ethnicity, religion, sexual orientation, age or disability status.

Diversity and Inclusion are important to our future. We need the engagement of people from a wide range of backgrounds, experiences and ideas to achieve real innovation for our customers around the world.

Our Diversity & Inclusion (D&I) vision articulates our commitment to a diverse workforce and an environment that respects individuals and their contributions. Our D&I Strategy is focused on translating the vision into practical action. Among its commitments is maintaining a D&I Advisory Group composed of a senior business and HR leader from each business unit, supported by a broader D&I Working Group.

We also have dozens of Employee Resource Groups across the company, such as women's forums and LGBT groups, to facilitate support, mentoring and community involvement.

Supplier Diversity and Inclusion

We seek to develop and foster inclusive, strategic business relationships and economic growth with diverse businesses of all sizes and capabilities, from local and

regional suppliers, to those with a global reach. This includes businesses owned by ethnic minorities, women, veterans, and service-disabled veterans, as well as businesses located in HUB Zones. We look for suppliers that not only add value to our organization, but also align themselves with the same standards and values as LNRS.

Our company's Supplier Diversity and Inclusion Program is designed to encourage the development of small as well as women, minority, and other diverse-owned businesses ("Diverse Suppliers"). Diverse Suppliers play a key role in helping our company reduce costs and develop new products and services through innovation, creativity, and quality customer service.

LNRS and its parent, RELX Group, is committed to utilizing a Diverse Supplier base to provide products and services. The RELX sourcing process seeks to promote the utilization, development and growth of Diverse Suppliers in our acquisition of products and services to best fit business needs and requirements.

Our vision is to integrate Supplier D&I in the RELX procurement process and establish and maintain excellent supplier relationships with Diverse Suppliers.

Our Mission is to establish and implement a sustainable Supplier D&I program that creates value by:

- Promoting the sourcing of goods and services from high performing, competitive Diverse Suppliers;
- Monitoring and measuring the Supplier Diversity and Inclusion Program effectiveness; and
- Participating in outreach programs/activities to support Diverse Suppliers.

The RELX Supplier Diversity Policy and additional details can be found on our website at: <http://www.relxgroup.com/corporateresponsibility/policies/Pages/Home.aspx>

Equal Employment Opportunity and Affirmative Action

As an Equal Opportunity Employer, the company prohibits unlawful employment discrimination in accordance with applicable federal, state and local anti-discrimination laws, orders, directives and regulations. As a U.S. government federal contractor, the Company maintains Affirmative Action Programs (AAPs) in compliance with applicable Executive Orders. The Company's objective is to provide equal opportunity for employment advancement and all other aspects of the employment relationship in an environment where unlawful discrimination is not permitted.

Accordingly, the Company prohibits discrimination in employment on the basis of race, color, religion, creed, sex, status as a qualified individual with a disability, national origin, ancestry, marital status, sexual orientation, pregnancy status, gender identity and expression, citizenship status, age, veteran status (including Vietnam Veteran status), genetic information or any other characteristic

protected by law.

Equal Employment Opportunity and Affirmative Action are fundamental policies of the Company that are administered and reviewed with close scrutiny. The Company's policies and its AAP are designed to ensure that decisions on all employment practices (including, but not limited to, promotion, demotion, layoff and termination, job advertisement, transfers, compensation and benefits, education and training, reasonable accommodation due to disability or religion, social and recreational programs, work assignments and other working conditions) are made in accordance with the principles of equal employment. All employees are responsible for promoting a work environment that is free of discrimination, supports diversity and inclusion, and encourages respect and dignity for others. The Company does not tolerate unlawful discrimination by any employee.

The Company also communicates the requirements of this policy to outside firms responsible for providing temporary workers.

2.3.4 Company Financial Information - This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why, and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information **should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.**

LNRS has more than adequate financial resources to deliver services under any resultant contract with DCS. Our 2020 sales revenue, reported at the parent company (RELX Group) level, was an est. \$9.1 billion.

Additional information about business relationships: The parent company of LexisNexis Risk Solutions FL Inc. is LexisNexis Risk Holdings Inc. (TIN = 41-1725875). The direct owner of the parent company is RELX Inc. LNRS is financially stable. In fact, we are a significant growth engine for RELX, comprising 34% of the global company's 2020 revenue.

Our credit ratings from Standard & Poor's, Moody's, and Fitch are as follows:

Standard & Poor's		Moody's		Fitch	
BBB+ (Stable)	A-2	Baa1 (Stable)	P-2	BBB+ (Stable)	F1

Audited financial reports are provided at the parent company (RELX Group) level and accessible online at <https://www.relx.com/investors/annual-reports>. Financial statements from our most recently available reports (2020, 2019 and 2018) are as follows:

Consolidated income statement

FOR THE YEAR ENDED 31 DECEMBER

	2020 US\$m	2019 US\$m	2018 US\$m
Revenue	9,101	10,079	10,039
Operating profit	1,952	2,689	2,632
Profit before tax	1,898	2,364	2,305
Net profit attributable to RELX PLC shareholders	1,567	1,926	1,905
Adjusted operating profit	2,657	3,188	3,144
Adjusted profit before tax	2,452	2,816	2,874
Adjusted net profit attributable to RELX PLC shareholders	1,975	2,314	2,243
Adjusted earnings per American Depositary Share (ADS)	\$1.025	\$1.191	\$1.134
Basic earnings per ADS	\$0.814	\$0.991	\$0.963
Net dividend per RELX PLC ADS paid in the year	\$0.585	\$0.554	\$0.537
Net dividend per RELX PLC ADS paid and proposed in relation to the financial year	\$0.602	\$0.585	\$0.564

Consolidated statement of cash flows

FOR THE YEAR ENDED 31 DECEMBER

	2020 US\$m	2019 US\$m	2018 US\$m
Net cash from operating activities	2,043	2,674	2,660
Net cash used in investing activities	(1,501)	(938)	(1,703)
Net cash used in financing activities	(607)	(1,701)	(956)
(Decrease)/increase in cash and cash equivalents	(65)	35	1
Movement in cash and cash equivalents			
At start of year	184	145	150
(Decrease)/increase in cash and cash equivalents	(65)	35	1
Exchange translation differences	2	4	(6)
At end of year	121	184	145
Adjusted cash flow	2,572	3,075	3,006

Consolidated statement of financial position

AS AT 31 DECEMBER

	2020 US\$m	2019 US\$m	2018 US\$m
Non-current assets	16,263	15,088	14,792
Current assets	3,115	3,252	2,986
Assets held for sale	-	-	1
Total assets	19,378	18,340	17,779
Current liabilities	5,992	7,910	6,758
Non-current liabilities	10,508	7,517	8,020
Liabilities associated with assets held for sale	-	-	5
Total liabilities	16,500	15,427	14,783
Net assets	2,878	2,913	2,996

2.3.5 Integrity of Company Structure and Financial Reporting - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The RELX board recognizes the importance of maintaining high standards of corporate governance, which underpins our ability to deliver consistent financial performance and value to our stakeholders. Information and documents detailing our governance procedures are available online at www.relx.com. The RELX financial statements are prepared in accordance with International Financial Reporting Standards. This includes an Audit Committee responsible for the oversight of financial reporting, risk management and internal control policies, and the effectiveness of the internal and external audit processes. The Committee comprises only independent Non-Executive Directors.

As required by Section 302 of the US Sarbanes-Oxley Act 2002 and by related rules issued by the US Securities and Exchange Commission (the Commission), the Chief Executive Officer and Chief Financial Officer of the Company certify in the Annual Report 2020 on Form 20-F to be filed with the Commission that they are responsible for establishing and maintaining disclosure controls and procedures and that they have:

- Designed such disclosure controls and procedures to ensure that material information relating to the Group is made known to them
- Evaluated the effectiveness of the Group's disclosure controls and procedures
- Based on their evaluation, disclosed to the Audit Committee and the external auditors all significant deficiencies in the design or operation of disclosure controls and procedures and any frauds, whether or not material, that involve management or other employees who have a significant role in the Group's internal controls
- Presented in the Annual Report 2020 on Form 20-F their conclusions about the effectiveness of the disclosure controls and procedures

A Disclosure Committee, comprising the Company Secretary and other senior managers of the Group, provides assurance to the Chief Executive Officer and Chief Financial Officer regarding their Section 302 certifications. Section 404 of the US Sarbanes-Oxley Act 2002 requires the Chief Executive Officer and Chief Financial Officer of the Company to certify in the Annual Report 2020 on Form 20-F that they are responsible for maintaining adequate internal control structures and procedures for financial reporting and to conduct an assessment of their effectiveness. The

conclusions of the assessment of internal control structures and financial reporting procedures, which are unqualified, are presented in the Annual Report 2020 on Form 20-F.

Please see below for direct links to key pertinent information.

2020 Corporate Responsibility Report:

<https://www.relx.com/corporate-responsibility>

2020 Annual Report and Financial Statement:

<https://www.relx.com/investors/annual-reports/2020>

Corporate Governance Statement:

<https://www.relx.com/corporate-responsibility/being-a-responsible-business/governance>

2.3.6 Contract Terms/Clauses - Please provide the requested information in RFP Section 2.3.6. Additional rows may be added if necessary.

Contract Term Identifier and Header	Suggested Language Change	Rationale for suggested change
Introduction <p>The proposed changes that LexisNexis Risk Solution (LNRS) makes allow us to comply with company policies and federal, state and third-party licensors' legal obligations while permitting us to offer the broadest possible content. LNRS is committed to negotiating successfully a new contract that is agreeable to both parties. We have active contracts with DCS and nine other Indiana state agencies, and we are dedicated to continuing our business relationship with you. If you identify any issues with our proposed changes, please notify us immediately so we can reach an agreement that is mutually acceptable.</p>		
Title of Form Contract	<p>Underneath "Title of Form Contract: _____" add: "The two documents below shall form the LexisNexis Risk Solutions (LNRS) Form Contract:</p> <ul style="list-style-type: none"> • LNRS Government Application & Agreement, which incorporates by reference the LNRS Master Terms & Conditions – Government. <p>Non FCRA Permissible Use Certification – Government."</p>	The documents are required as part of Contractor's Form Contract. The LNRS Form Contract is attached separately.
1.(N)	At the end of the clause, after "Addendum", add " except those provisions which govern the access and use of data from Contractor's public record database."	The terms and conditions which govern the access and use of Contractor's public record database within the LNRS Form Contract take precedence over all other documents incorporated into this Agreement. LNRS is providing access to a pre-existing, privately funded, and commercially licensed database. Much of this data is licensed and aggregated from third parties. Accordingly, LNRS provides this access pursuant to a standard database license that, in part, takes into account the federal, state, local and sometimes international laws governing access and use of the LNRS data and requirements from third party licensors.

Contract Term Identifier and Header	Suggested Language Change	Rationale for suggested change
2.A.(8) – Form Contract/Duties of Contractor, Definitions, Security Incident	In line 1, after “actual,” delete “or reasonably suspected”.	It is not feasible for Contractor to include <i>suspected</i> security incidents in this definition. Contractor as a data provider is the subject of many attacks per day that are not successful. Reporting each of these would not be practical nor would it be useful to the customer.
2.C - Form Contract/Duties of Contractor, Delivery of Documents, Files, Data, Studies or Reports to the State Upon Termination or Expiration of this Contract	At the end of the clause, add: “Notwithstanding the foregoing, 1) Contractor will not be required to delete the data and content stored in back-up/archival storage in accordance with Contractor’s policies, provided that any such retained data and content will continue to be subject to the terms of this Agreement until it is destroyed by Contractor; and 2) Contractor may retain copies of the data and content to the extent required to comply with applicable legal and regulatory requirements, provided, however, that such data and content shall remain subject to the terms and conditions herein. Where such retention occurs, Contractor shall delete all data upon such requirements permitting deletion.”	Contractor must keep back-up/archival storage of records to comply with legal and regulatory requirements. The retained data will continue to be subject to the terms and conditions of this Contract.
2.D(4) – Form Contract/Duties of Contractor, Comprehensive Child Welfare System (“CCWIS”) Compliance	In line 1, after “DCS determines” add: “and that Contractor agrees”.	Contractor has customers in all 50 and numerous federal agencies both Defense, Law Enforcement and Civilian agencies and cannot adapt its security system for each individual customer. Besides not being cost effective for customers, changing security for each customer would create a less secure system.

Contract Term Identifier and Header	Suggested Language Change	Rationale for suggested change
2.D – Form Contract/Duties of Contractor, Comprehensive Child Welfare System (“CCWIS”) Compliance	Add a section (6): “Notwithstanding the above, Contractor agrees at all times to maintain commercially reasonable network security and technical coverage that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention, and periodic third-party penetration testing. Contractor aligns its Information Security Program to meet or exceed ISO 27001/2 controls while taking in other controls from additional frameworks such as NIST and IRS 1075 guidelines to improve the overall security posture. Contractor agrees to follow the applicable State and Federal Information Security Policy, Procedures, Guidelines and applicable Customer policies unless such action in Contractor’s sole discretion is not feasible because it conflicts with Contractor’s technology and security program as set forth above; is not commercially reasonable; or conflicts with other contractual obligations or regulatory obligations. In each such case, Contractor commits to demonstrate it has a functional equivalent that is at least as stringent as the State and Federal Information Security Policy, Procedures, Guidelines or provide “compensating controls,” as described in NIST 800-53.”	Rationale is within the clause; further, Contractor has customers in all 50 and numerous federal agencies both Defense, Law Enforcement and Civilian agencies and cannot adapt its security system for each individual customer. Besides not being cost effective for customers, changing security for each customer would create a less secure system.

Contract Term Identifier and Header	Suggested Language Change	Rationale for suggested change
5. – Access to Records	Make the following changes: The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence that support Contractor's invoices submitted pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract <u>with prior written notice</u> , and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested. Inspection shall be subject to prior execution of a separate Confidentiality Agreement.	This pricing information is highly confidential and proprietary and Contractor does not want its competitors to obtain such information, which would also harm the government as it would reduce the competitive market.
6.B. – Assignment; Successors; and Subcontracting - Modified	At the end of the clause, add: "Notwithstanding the foregoing, Contractor may freely transfer or assign this Contract upon written notice to the State, but without consent to: (i) any affiliate of Contractor, including without limitation, any parent, division or subsidiary of Contractor; or (ii) any successor in interest to Contractor. The assignor/transferor shall remain liable for correct performance of this Contract by the assignee/transferee."	Contractor agrees to notice but not approval if assigning rights to affiliates, parents, etc.
8. – Audits	At the end of the first paragraph, after "specified by the State" add: "and subject to the execution of a separate, non-disclosure confidentiality agreement between the parties and Contractor's security policies. No documents, books, or records shall be allowed to be removed from Contractor's premises."	This information is highly confidential and proprietary and Contractor does not want its competitors to obtain such information.

Contract Term Identifier and Header	Suggested Language Change	Rationale for suggested change
12. – Conditions of Payment – Modified	<p>Make the following changes: All services provided by the Contractor under this Contract must be performed <u>in accordance with the Statement of Work to the State's reasonable satisfaction, as determined at the discretion of the undersigned DCS Deputy Director of Child Welfare Services</u> and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations, as well as in accordance with all applicable DCS Service Standards and all other specifications set forth above in Section 2 [Form Contract/Duties of Contractor] and in the other provisions of this Contract. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract (including, but not limited to, any applicable accreditation and/or service standards and all specifications set forth above in Section 1 [Duties of Contractor]), or performed in violation of any federal, state or local statute, ordinance, rule or regulation.</p>	This should be limited to performance as required by the terms of the Contract.
13.B – Confidentiality of State Information – Modified	<ul style="list-style-type: none"> • In line 6, after “by the Contractor”, add: “due to the Contractor’s gross negligence or intentional misconduct”. • In line 7, after “pay the” add: “reasonable” before “cost”. • At the end of the clause, add: “Notwithstanding anything in this section, this section shall not be construed so as to apply to records in Contractor’s public records database, which it licenses to commercial and government customers.” 	Pricing is based on an assumed level of risk and Contractor’s commercial business standard.

Contract Term Identifier and Header	Suggested Language Change	Rationale for suggested change
13.C, D, E, F, G, H – Confidentiality of State Information, Modified	After Section 13(H), add: “The foregoing Sections 13(C), (D), (E), (F), (G), and (H) are subject to the limitations in Section 2(D)(6) above.”	Contractor has customers in all 50 and numerous federal agencies both Defense, Law Enforcement and Civilian agencies and cannot adapt its security system for each individual customer. Besides not being cost effective for customers, changing security for each customer would create a less secure system.
13.I (1) – Confidentiality of State Information – Modified, Notice Regarding Security Incident or Data Breach, Incident Response	In line 3, delete “as mutually agreed upon”. In lines 5-6, delete “as mutually agreed upon in the Service Level Agreement”.	Contractor has customers in all 50 and numerous federal agencies both Defense, Law Enforcement and Civilian agencies and cannot adapt its security system for each individual customer. Besides not being cost effective for customers, changing security for each customer would create a less secure system.
13.I (2) – Confidentiality of State Information – Modified, Notice Regarding Security Incident or Data Breach, Security Incident Reporting Requirements	<ul style="list-style-type: none"> • In line 1, change “one (1) hour” to “promptly”. • In line 1, change “twenty four (24) hours” to “promptly”. • In line 2, delete “suspected or” before “confirmed”. • In line 1, change “one (1) business day” to “promptly”. 	Contractor’s notification of a data breach will take place as soon as possible, but cannot be limited to within these time frames due to associated uncertainty and the immediate focus on remediation to protect data and investigation to determine the scope of the data breach.
13.I (3) – Confidentiality of State Information – Modified, Notice Regarding Security Incident or Data Breach	Add another section: “g. Nothing contained herein shall be construed as requiring Contractor to disclose information that is protected by the attorney client privilege or otherwise confidential.”	Rationale is within the proposed language.
13.I (4) – Confidentiality of State Information – Modified, Notice Regarding Security Incident or Data Breach, Data Breach Reporting Requirements	In lines 3-4, replace “two (2)” with “three (3) business” before “days”.	Contractor’s notification of a data breach will take place as soon as possible, but cannot be limited to within these time frames due to associated uncertainty and the immediate focus on remediation to protect data and investigation to determine the scope of the data breach.

Contract Term Identifier and Header	Suggested Language Change	Rationale for suggested change
13.J (A) – Confidentiality of State Information – Modified, Additional Responsibilities Regarding Data Breach	<ul style="list-style-type: none"> In lines 1-2, delete entirety of (a): “(a) cooperate with...Data Breach”. In lines 2-3, add “commercially reasonable” before “remedial measures”. 	Contractor has customers in all 50 and numerous federal agencies both Defense, Law Enforcement and Civilian agencies and cannot adapt its security system for each individual customer. Besides not being cost effective for customers, changing security for each customer would create a less secure system.
13.J (B) – Confidentiality of State Information – Modified, Additional Responsibilities Regarding Data Breach	In lines 2-3, delete “or otherwise prevent its release”.	Contractor maintains a robust security framework to protect data. Contractor’s commercial practice is to agree to comply with these security standards. Contractor’s commercial practice is to allocate responsibility and damages based on fault.
14. – Continuity of Services	Delete entirely and mark as “Reserved”.	This section is not applicable to the types of services LNRS will provide, i.e. subscription services.
17.B – Disputes – Modified	At the end of line 2, after “by the dispute,” add: “unless the dispute concerns a matter that would impact security concerns in which case Contractor will not be required to continue.”	Contractor cannot be required to continue services if such services would impact security concerns.
20.A – Employment Option – Modified	At the end of the clause, after “or subcontractors” add “working on this Contract”.	Added clarifying language.
21. – Force Majeure	At the end of the clause, add: “Notwithstanding the foregoing, Contractor shall be paid for all services performed up to the notice of the Force Majeure Event.”	Contractor requires payment for all completed services up to notification of the Force Majeure event.
28. – Information Technology Enterprise Architecture Requirements	N/A	For additional clarification, LNRS is providing access to its data products and is not related to IT.

Contract Term Identifier and Header	Suggested Language Change	Rationale for suggested change
29. – Insurance – Modified	<ul style="list-style-type: none"> • Subsection A(3) – At the end, add a new sentence, “Such coverage shall include Cyber Liability Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets.” • Subsection A(7) – Delete 	Insurance policy limitations
36. – Order of Precedence; Incorporation by Reference – Modified	At the end of the clause, add: “Notwithstanding the foregoing, the Form Contract shall take precedence for those provisions which govern the access and use of data from Contractor’s public record database.”	The terms and conditions which govern the access and use of Contractor’s public record database within the LNRS Form Contract take precedence over all other documents incorporated into this Agreement.
37. – Ownership of Documents and Materials – Modified	N/A.	For additional clarification of Section A, LNRS through a license is providing access to its database of public records. This database is not specifically developed under this contract and is made available to other entities, commercial and government under the same license. Nothing contained in this Contract shall be deemed to convey to the State any right, title or interest, including any patent, copyright, or other proprietary right, in or to the data in Contractor’s public records database (except to the extent of the limited license granted in the Contract to the Contractor Services and the information therein). The section would not apply to Contractor’s intellectual property embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. For additional clarification of Section B, it does not apply to Contractor’s data security or any other information that Contractor deems proprietary and confidential.

Contract Term Identifier and Header	Suggested Language Change	Rationale for suggested change
47.A – Termination for Default and Termination or Suspension for Additional Reasons – Modified, Termination for Default	(1) In line 1, add “written” before “notice”. (2) Delete the entirety of the clause except for: “The Contractor shall continue the work not terminated.”	(1) Contractor requires written notice of termination. (2) This amounts to a penalty on the contractor which we cannot agree to accept. Moreover, this section is overbroad in that it does not distinguish overpayments that are not the fault of the Contractor.
47.B – Termination for Default and Termination or Suspension for Additional Reasons – Modified, Termination for Certain Business Changes, Assignments, and Bankruptcy	In lines 2-4, delete (2) – “(2) assigns, transfers ... of the State”.	Contractor agrees to notice but not approval if assigning rights to affiliates, parents, etc. LNRS services may include services provided by LNRS affiliates. It is not practical to obtain prior written approval in such circumstances.
49 – Waiver of Rights – Modified	In line 7, after “under this Contract” add: “except as otherwise excluded in the Contractor’s license terms”. In line 8, after “by the State” add: “or Contractor”.	Added language for mutuality.

2.3.7 References - Reference information is captured on **Attachment H** Respondent should complete the reference information portion of the **Attachment H** which includes the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information if the State elects to do so. The rest of **Attachment H** should be completed by the reference and **emailed DIRECTLY** to the State. The State should receive **[AGENCY INSERT NUMBER NEEDED] (#) Attachment Hs** from clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. **Attachment H** should be submitted to idoareferences@idoa.in.gov. **Attachment H** should be submitted no more than ten (10) business days after the proposal submission due date listed in Section 1.24 of the RFP. Please provide the customer information for each reference.

Customer 1	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Contact Title	Social Service Specialist
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	Government
Customer 2	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Contact Title	Foster Care Policy Specialist
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	Government

2.3.8 Registration to do Business – Per RFP 2.3.8, Respondents providing the products and/or services required by this RFP must be registered to do business by the Indiana Secretary of State. The Secretary of State contact information may be found in Section 1.18 of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

LNRS is registered and in good standing with the Indiana Secretary of State.

2.3.9 Authorizing Document - Respondent personnel signing the Executive Summary of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

The Executive Summary is signed by Haywood Talcove, legally authorized by our corporation to commit the corporation contractually. A LNRS certificate of authority is below.



I, Haywood Talcove, certify that I am CEO of LNSSI, an affiliate of LexisNexis Risk Solutions FL Inc., a corporation duly incorporated and in good standing in the State of Minnesota; that I am authorized and empowered to make, enter into, sign, seal and deliver agreements on behalf LexisNexis Risk Solutions FL Inc.; and that my authority is in full force and effect on the date hereof.

A handwritten signature in blue ink, appearing to read "Haywood Talcove", written over a horizontal line.

Haywood Talcove
CEO, LNSSI

September 22, 2021

Date

2.3.10 Diversity Subcontractor Agreements -

- a. Per RFP Section 1.21, Minority & Women's Business Enterprises (MBE/WBE), and 1.22 Indiana Veteran Owned Small Business Subcontractor (IVOSB), explain process followed to engage with potential MBE, WBE and IVOSB owned, Indiana certified businesses listed on Division of Supplier Diversity site. List the businesses invited to discuss the opportunity for potential partnership.

In an effort to locate and partner with Indiana diversity subcontractors, LNRS emailed the Indiana Department of Administration (IDOA) to request a list of certified firms who provide the RFP's requested services. We also asked whether we should work directly the Division of Supplier Diversity (DSD), and if so, for an email of a DSD contact. The IDOA instructed us to contact DSD and provided a contact name/email. LNRS provided DSD examples of services in the scope of work and requested a list of certified firms. DSD sent a list of firms that might assist. After considering them and their UNSPSC descriptions, LNRS contacted one firm, Certified Fraud & Forensic Investigation (CFFI), a WBE. While CFFI can provide training, assist with product usage, and help explain the data, we ultimately determined the subcontracting relationship would be cost-prohibitive. LNRS can offer all services in the RFP's scope of work with existing in-house resources at no additional cost.

- b. If not proposing each MBE, WBE or IVOSB subcontractor partnership, explain the rationale for declining to do so. Complete this for each category not proposed.

LNRS can provide all services in the RFP's scope of work with existing in-house resources at no additional cost. Our omitting subcontractors for this engagement in each category allows us to provide services at a highly competitive rate and to pass the savings to DCS.

2.3.11 Evidence of Financial Responsibility – Removed at the request of the agency. This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.25 of RFP for details.

Please see this Business Proposal's sections 2.3.4 and 2.3.5 for details about our company's financial responsibility.

2.3.12 General Information - Each Respondent must enter your company's general information including contact information.

Business Information	
Legal Name of Company	LexisNexis Risk Solutions FL Inc.
Contact Name	Robert Shepherd
Contact Title	Director, Business Development

	State & Local Government
Contact E-mail Address	Robert.Shepherd@lexisnexisrisk.com
Company Mailing Address	1000 Alderman Drive
Company City, State, Zip	Alpharetta, GA 30005
Company Telephone Number	General Phone: (678) 694-6000 Robert Shepherd Phone: (954) 295-7555
Company Fax Number	N/A
Company Website Address	risk.lexisnexis.com
Federal Tax Identification Number (FTIN)	41-1815880
Number of Employees (company)	Over 7,000
Years of Experience	45
Number of U.S. Offices	LNRS has 29 office locations in the U.S.
Year Indiana Office Established (if applicable)	N/A
Parent Company (if applicable)	The primary parent company of LexisNexis Risk Solutions FL Inc., owning 100%, is LexisNexis Risk Holdings Inc. (TIN = 41-1725875). The parent company of LexisNexis Risk Holdings Inc. is RELX Inc.
Revenues (\$MM, previous year)	\$9.1 billion in 2020
Revenues (\$MM, 2 years prior)	\$10.1 billion in 2019; \$10 billion in 2018
% Of Revenue from Indiana customers	Not available

- a. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

Yes. The company has a defined Disaster Recovery Plan, defining resources and procedures to ensure business continuity. Please refer to the bid attachment entitled **"Attachment E - Supporting Documentation"** for our comprehensive response.

- b. What is your company's technology and process for securing any State information that is maintained within your company?

Sound privacy, security and compliance practices are essential to the well-being of your agency. LNRS incorporates best practices in these areas into the solutions we offer customers in government, business, legal, corporate, and non-profit organizations.

Because we place a strong, competitive focus on privacy, security and compliance and because we integrate each of these components into our business model, you can trust that LNRS is a partner who is dedicated to protecting your interests. Mitigating

risk for customers and consumers while delivering best-in-class solutions and services is our priority.

- We strive to employ best-in-industry safeguards so the information you need is accessible and reliable.
- Our safeguards are designed to protect you against improper access and impermissible use.

All of this means that when you choose LNRS, you'll know we are taking steps to help you ensure that your agency and information are safe, secure and protected. Our risk-management program is designed to provide you with the peace of mind you need to focus on what is most important: driving results for your business.

The following key areas differentiate LNRS in privacy, security and compliance:

1. Risk-Mitigation Framework

LNRS promotes the responsible use of information by employing a risk-management framework for privacy, information and physical security, and compliance. The framework is based on ISO 27002 and includes administrative, physical and technical safeguards designed to reasonably protect the privacy, confidentiality and security of personal information collected from or about consumers. Proprietary customer credentialing criteria and continuous security controls are also key components of the LNRS privacy, security and compliance framework.

2. Data Security

To deliver a consistently high standard for data security, LNRS utilizes controls across systems. In addition to utilizing more than 150 internal controls designed to prevent unauthorized access, LNRS conducts back-end suspicious activity monitoring to detect and respond to anomalous account activity. We also work proactively to identify and resolve potential vulnerabilities in our systems.

3. Credentialing

LNRS credentialing and re-credentialing processes verify that access to data is granted to legitimate individuals or entities and for permissible purposes. Our credentialing and re-credentialing processes include: (1) customers, (2) LNRS employees and (3) vendors/third parties. Through these processes, LNRS helps to mitigate the risk of fraud by verifying and re-verifying LNRS employee background information, customer and vendor business credentials and permissible regulatory and legitimate business purposes for accessing information products, systems and data.

4. Policies, Standards and Guidelines

LNRS has implemented strict policies, standards and guidelines throughout the company that govern data access, protection, transport, restriction, retention, deletion and classification for customers, employees and vendors. Policies, standards

and guidelines are reviewed and updated regularly – in light of changing legal, regulatory and operational environments, as well as to address new and emerging threats—and communicated to our customers, employees and vendors on an ongoing basis.

5. Audit and Compliance

A robust and detailed program of audit and compliance is in constant operation to review and test our policies, standards and guidelines, as well as legal and regulatory requirements, to assess whether they are working effectively and efficiently and being adhered to by customers, employees and vendors, as appropriate. The LNRS audit program includes in-house and third-party audits as well as independent assessments.

6. Accountability

At LNRS, privacy, security and compliance are integrated into the business model. To us, accountability means fulfilling our obligations to customers, consumers, employees, stakeholders and shareholders, specifically including privacy, security and compliance.

7. Training, Communication, Outreach and Transparency

We are committed to keeping both internal and external stakeholders informed and up to date about what LNRS is doing to respect privacy and keep information secure. Employees receive mandatory training with assessment; and customers, employees and vendors are informed of their obligations relating to privacy, security and compliance. Dedicated LNRS personnel are available to assist consumers with general inquiries and requests.

2.3.13 Experience Serving State Governments - Please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

Company Experience

LNRS is the trusted data analytics provider for organizations seeking actionable insights to manage risks and improve results. We deliver targeted solutions that empower well-informed decisions while upholding the highest standards for security and privacy. The DCS can rely upon LNRS to meet your online investigative research needs.

Government, law enforcement and public safety agencies trust us for superior data, linking capabilities and analytics that help officials make more accurate, timely and informed decisions, enhance investigations, reduce fraud, increase program integrity and support revenue discovery and recovery.

For 45 years we've been committed to making certain our customers are prepared to manage change and meet every challenge. We leverage our industry-leading Big Data computing platform with vast data assets and proprietary fast-linking technology to enable organizations of all sizes to better analyze and understand data at scale, improving time-to-results and decisions.

We prevent fraudsters from exploiting stolen identities and give banks the data and tools to help combat money laundering. We enable millions of disadvantaged people to obtain credit, often for the first time. We provide U.S. auto insurance companies better risk assessment so they can offer customers lower prices and enable healthcare providers to reduce medical costs. We make the world a safer place from criminals, rescue missing children, and help save police officers' lives.

LNRS uncovers the information that commercial organizations, government agencies and nonprofits need to get a complete picture of individuals, businesses and assets with industry-leading data and analytic solutions. We offer innovative solutions to serve a wide range of industries and government while upholding the highest standard for security and privacy. Employing more than 7,000 people in the United States, we serve customers in more than 100 countries.

LNRS offers the largest and most comprehensive base of public and proprietary information available today. We leverage approximately 85 billion public and proprietary records that are refreshed daily with an additional 2.5 million search records.

In addition, we provide coverage on more than 285 million unique consumer identities, 33 million active U.S. businesses, and millions more inactive businesses. As a result, we provide a level of business insight that is unrivalled in the marketplace.

Using advanced technology within existing customer workflows, we quickly and efficiently deliver specific, in-depth information gathered across thousands of unique data sources to address industry-specific needs.

As a leading information provider, LNRS has decades of experience managing big data – from publicly available information such as worldwide newspapers, magazines, articles, research, case law, legal regulations, periodicals, and journals – to public records such as bankruptcies, liens, judgments, real estate records and much more.

To manage, sort, link, and analyze billions of records within sub-seconds, LNRS designed a data intensive supercomputer built on our own high performing computing cluster (HPCC) platform that is proven for the past 20 years with customers who need to sort through billions of records. Customers such as leading banks, insurance companies, utilities, law enforcement and federal government

depend on LNRS technology and information solutions to help them make better decisions faster.

Designed to manage the most complex and data-intensive analytical problems, HPCC Systems can process, analyze, and find links and associations in high volumes of complex data significantly faster and more accurately than current technology systems. HPCC Systems scales linearly from tens to thousands of nodes handling many petabytes (one petabyte equals 1,024 terabytes), supporting millions of transactions per day.

All 50 states, 70% of local governments and almost 80% of federal agencies trust LNRS to help them access, analyze and act upon important identity information. Also using us are:

- 93% of all federal and state and local law enforcement agencies in solving crimes
- 95 out of the top 100 personal lines insurance companies
- 100% of the top 50 U.S. banks for fraud mitigation and regulatory compliance
- The world's top 10 banks
- 76% of the Fortune 500 companies

2.3.14 Experience Serving Similar Clients - Please describe your company's experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

LNRS serves thousands of local, state and federal government entities in the U.S (all states) and worldwide. While a comprehensive listing of clients is confidential, please see this Business Proposal's section 2.3.7 for a sample listing of client references using services we propose to the DCS.

2.3.15 Payment - Please provide the requested information in RFP Section 2.3.15.

LNRS accepts payment by check, electronic funds transfer, or credit card. LNRS agrees to accept any credit card-user handling fees associated with acceptance of the State's Purchasing Card.

The DCS administrator/billing contact can make credit card payments via the LNRS online invoice payment portal. Invoices can be paid monthly or the DCS can set up automatic payments in the portal. The DCS can also pay invoices by calling the LNRS billing department and paying with a credit card over the phone.

2.3.16 Extending Pricing to Other Governmental Bodies – Indicate your willingness to extend prices of awarded products and/or services to other governmental bodies per RFP section 2.3.17. Please include details on any marketing or active solicitation activities your company will undertake to encourage use of the contract.

LNRS is willing to extend the prices offered in the cost proposals to other Indiana governmental bodies provided they:

- Seek the identical content and solutions as those requested by DCS.
- Have the same number of users as the DCS.
- Have the same subcontracting goals as requested by DCS.