

MA 18P 2103180000000000092  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 03/24/21

**Expiration Date:** 02/23/24

**Master Agreement Description:** Data Breach and Credit Monitoring Services

**Buyer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

**Issuer Information**

Nancy Tan 207-458-6050 ext. nancy.tan@maine.gov

**Requestor Information**

Nancy Tan 207-458-6050 ext. nancy.tan@maine.gov

**Agreement Reporting Categories**

**Reason For Modification:** Extension until 2/23/2024.

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VS0000024870

**Vendor Name**

Identity Theft Guard Solutions, Inc.

**Alias/DBA**

IDX

**Vendor Address Information**

10300 SW Greenburg Rd  
Lincoln Center 1, Suite 570  
Portland, OR 97223  
US



Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
*David Morris* 11/27/2023  
2A644AE5681F482...

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Signature	Date
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David Morris, Acting Chief Procurement Officer

Vendor

DocuSigned by:  
*Tim Bender* 11/13/2023  
D35C49D1ADB44BE...

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Signature	Date
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Tim Bender CFO

Print Representative Name and Title

DocuSigned by:  
*Nicholas Marquis* 11/13/2023  
A29C99359A37464...

Nicholas Marquis Acting CIO.

## STATE OF MAINE

### GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

1. **DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
  - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
  - d. The term “Division” shall refer to the State of Maine Division of Purchases.
  - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
  
2. **WARRANTY:** The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. **TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

**4. PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**5. DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

**6. FORCE MAJEURE:** The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

**7. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by the Division.

**8. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

**9. ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

**10. TERMINATION:** The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

**11. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly

authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION:** This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

**15. ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18. WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any

such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**20. COMPETITION:** By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

**21. INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

**22. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion



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

**Identity Theft Guard Solutions LLC (dba ID Experts)**

Master Agreement No: **MA16000145-2**  
(hereinafter "Contractor")

And

State of Maine  
(hereinafter "Participating Entity")  
MA 18P – 210318\*092

1. Scope: This Participating Addendum (PA) covers the Data Breach and Credit Monitoring Services contract led by the State of Idaho (Master Agreement No. MA16000145-2) for use by state agencies and other entities located in the Participating Entity, as provided below.

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.

3. Participating State Modifications or Additions to Master Agreement:

- I. EQUAL EMPLOYMENT OPPORTUNITY            During the performance of this contract, the Contractor agrees as follows.
  - A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
  - C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or

workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

- D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
- E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

II. GOVERNING LAW This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

III. STATE HELD HARMLESS The contractor shall release, protect, indemnify and hold the Commonwealth of Massachusetts and the State of Maine and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

IV. NON-APPROPRIATION Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

V. ORDERS: Any order placed by a Participating Entity or Purchasing 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.

VI. INFORMATION SECURITY: All IT products and services delivered as part of this Agreement must conform to the Vendor Confidentiality and Non-Disclosure Agreement, data protection requirements of appropriate governing bodies (e.g., NACHA, PCI DSS) and achieve the NIST 800-53 Rev 5 for the remaining security and privacy control families appropriate to the Personally identifiable information (PII) impact level of the State of Maine confidential information received, stored, or processed.  
IDX to sign State non-disclosure agreement.

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

Contractor

Name	Katrina Day
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Address	10300 SW Greenburg Rd., Suite 570, Portland, OR 97223
Telephone	503-788-9333
Fax	
E-mail	<a href="mailto:katrina.day@idexpertscorp.com">katrina.day@idexpertscorp.com</a>

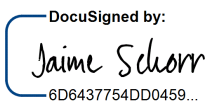
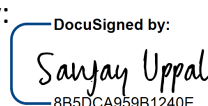
**Participating Entity**

Name	State of Maine
Address	9 State House Station, Augusta ME 04333
Telephone	207.624.7340
Fax	
E-mail	Justin.franzose@maine.gov

5. **Orders:** Any Order placed by a Participating Entity or Purchasing 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 **MA-18P-210318-092** as well as the Lead State Master Agreement No. **MA16000145-2**.

6. **Entire Agreement:** This PA and the Master Agreement No. MA16000145-01, together with its exhibits, set forth 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 PA shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Agreement, as to the Participating Entity, and shall otherwise have no impact on the Master Agreement and its exhibits.

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

<b>Participating Entity:</b> <b>State of Maine</b>	<b>Contractor:</b> <b>ID Experts</b>
By:  6D6437754DD0459...	By:  8B5DCA959B1240E...
Name: Jaime Schorr	Name: sanjay uppal
Title: Chief Procurement Officer	Title: CFO
Date: 5/12/2021	Date: 5/12/2021

For questions on executing a participating addendum, please contact:

**NASPO ValuePoint**

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	<a href="mailto:thay@naspovaluepoint.org">thay@naspovaluepoint.org</a>

**[Please email fully executed PDF copy of this document to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases]**



STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
OFFICE OF INFORMATION TECHNOLOGY (OIT)

**VENDOR CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT-FORM A**

RFP / CONTRACT #: MA 18P – 210318\*092

**THIS AGREEMENT** is hereby executed between the State of Maine (hereinafter “State”), acting by and through the Maine Office of Information Technology (“OIT) and Identity Theft Guard Solutions Inc., having a principal place of business at 10300 SW Greenburg Rd., Suite 570, Portland, OR 97223 (“Vendor”), in relation to services and/or products to be provided by the vendor pursuant to MA 18P-210318\*092 (“Contract”) as of May 12, 2021 (the Effective Date).

**1. Definitions**

**A. Authorized Person**

“Authorized Person” is defined as a person authorized by OIT as having a need to receive, possess, store, access, view and/or use Confidential Information for an Authorized Use.

**B. Authorized Use**

“Authorized Use” is defined as the use of Confidential Information by the Vendor or Authorized Persons, solely for the purpose of performing the Contract. Disclosure, display, use, duplication, storage or transmittal of Confidential Information, in any form, for any purpose other than that set forth in the Contract, including extrapolation or retention of summary information, data or business processes, even if without specific identifiers, shall be deemed an “unauthorized use.”

**C. Confidential Information**

“Confidential Information” shall mean any information that OIT or the State, regardless of form or medium of disclosure (e.g., verbal, observed, hard copy, or electronic) or source of information (e.g., OIT, other state agencies, state employees, electronic systems, or third-party contractors) provides to Vendor, or which Vendor obtains, discovers, derives or otherwise becomes aware of as a result of Vendor’s performance of the Contract. It includes any sensitive information that may be protected from disclosure pursuant to a federal or state statutory or regulatory scheme intended to protect that information, or pursuant to an order, resolution or determination of a court or administrative board or other administrative body. In addition, information concerning OIT’s information technology infrastructure, systems and software and procedures will be considered Confidential Information.

Confidential Information shall not include information which the Vendor can clearly demonstrate to OIT’s reasonable satisfaction is:

- (a) information that is previously rightfully known to the Vendor on a non-confidential basis without restriction on disclosure;
- (b) information that is or becomes, from no act or failure to act on the part of the Vendor, generally known in the relevant industry or in the public domain; and
- (c) information that is independently developed by Vendor without the use of Confidential Information.

At all times the State shall be the owner of any and all Confidential Information.

**D. Services**

“Services” is defined as the services to be performed by the Vendor in connection with the operation or management of the Contract.



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DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
OFFICE OF INFORMATION TECHNOLOGY (OIT)

E. Vendor

“Vendor” is defined to include the Vendor and the Vendor’s respective employees, agents and subcontractors assigned by Vendor to perform obligations under the Contract (all of the foregoing collectively referred to as “Representatives”).

**2. Duty to Protect Confidential Information; Reporting Requirements**

In consideration for the ability to perform the Services, the Vendor shall hold all Confidential Information in confidence and protect that Confidential Information with the same standard of care required to keep its own similar information confidential, and must abide by all commercially reasonable administrative, physical, and technical standards for maintaining this information confidential (e.g., standards established by the National Institute of Standards and Technology). In addition, the Vendor must safeguard all Confidential Information from unauthorized access, loss, theft, destruction, and the like. The Vendor may not, without prior consent from OIT, disclose any Confidential Information to any person for any reason at any time; provided, however it is understood that the Vendor may disclose Confidential Information to its Representatives and its business, financial and legal advisors who require the Confidential Information for the purpose of evaluating or performing the Services on the condition that, prior to such disclosure, the Representatives and advisers have been advised of the confidential and non-public nature of the Confidential Information and are subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Agreement. The Vendor shall be responsible for any breach of this Agreement by any of the Vendor’s Representatives or advisors.

The Vendor shall promptly report any activities by any individual or entity that the Vendor suspects may compromise the availability, integrity, security or privacy of any Confidential Information. The Vendor shall notify OIT immediately upon becoming aware that Confidential Information is in the possession of, or has been disclosed to, an unauthorized person or entity.

**3. Discovery and Notification of Breach of Confidential Information**

In the event of a breach of security or suspected security incident, intrusion, unauthorized use or disclosure involving Confidential Information, the Vendor shall notify OIT by telephone call (207-624-7700) and email to the OIT information security team (Security.Infrastructure@maine.gov) within the following timeframes:

- A. Upon the discovery of a breach of security or suspected security incident involving Confidential Information in electronic, or any other medium if the information was, or is reasonably believed to have been, acquired by an unauthorized person; or
- B. Within twenty-four (24) hours of the discovery of any suspected security incident, intrusion, unauthorized use or disclosure of Confidential Information in violation of this Agreement, or potential loss of Confidential Information affecting this Agreement.

Notification shall also be provided to the OIT Contract Manager and the OIT Information Security Officer. The Vendor shall provide a written report of all information known at the time. The Vendor shall take:

- A. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- B. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

**4. Written Report**

In addition to the report required above, the Vendor shall provide a written report of the investigation to the OIT Chief Information Security Officer within ten (10) working days of the discovery of the breach of



STATE OF MAINE  
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security or suspected security incident, or unauthorized use or disclosure involving Confidential Information. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

**5. Notification to individuals.**

The Vendor shall notify individuals of the breach or unauthorized use or disclosure of Confidential Information when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. Any notification provided must first be approved by the OIT Chief Information Security Officer, who shall approve the time, manner and content of any such notifications prior to their release.

**6. Use Restriction**

Vendor shall not receive, possess, store, access, view and/or use Confidential Information for any purpose other than an Authorized Use. Vendor shall not permit unauthorized persons or entities to gain access to Confidential Information and shall not divulge methods of accessing Confidential Information to unauthorized persons.

**7. Security Obligations**

The Vendor agrees to comply with the following security obligations as well as any other such obligations specified in the contract or conveyed to him/her during the course of the Agreement. The Vendor agrees to comply with the following security obligations:

- A. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any Confidential Information that is created, received, maintained, used, possessed, stored, accessed, viewed and/or transmitted on behalf of OIT or through OIT or any agency, instrumentality or political subdivision of the State of Maine Government;
- B. Unless otherwise authorized by OIT, Confidential Information may NOT be stored on personal (non-State) computing or other electronic or mobile storage devices or taken or removed in any form from OIT or the State;
- C. Vendor shall comply with all federal and State laws governing confidentiality and/or privacy of information;
- D. Vendor shall implement data protection requirements of appropriate governing bodies (e.g., NACHA, PCI DSS) and achieve the NIST 800-53 Rev 5 for the remaining security and privacy control families appropriate to the Personally identifiable information (PII) impact level of the State of Maine confidential information received, stored, or processed;
- E. Access to any and all Confidential Information will be limited to only those authorized persons who need the Information to perform the services required under the contract;
- F. Obtain criminal history record checks for all Vendor's employees, agents and subcontractors when requested by OIT pursuant to federal and state statutory and regulatory directives, at the expense of the vendor;
- G. Vendor shall instruct all personnel having access to Confidential Information about the confidential nature of the Information, the safeguards required to protect the Information, and the sanctions specified in federal and State law for unauthorized disclosure of said Information; and
- H. Vendor shall use only those access rights granted by OIT.

**8. Certification by Vendor of Return of Confidential Information, Electronic Information and Tangible Property**

Promptly following the written request of OIT, and immediately upon termination of the Services, the Vendor shall return all Confidential Information stored in any format to OIT, or destroy any Confidential Information that Vendor possesses in a format that cannot be returned. Further, Vendor agrees to submit to



STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
OFFICE OF INFORMATION TECHNOLOGY (OIT)

OIT on Vendor’s letterhead a “CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY” certifying that all copies of Confidential Information, electronic property and tangible property belonging to the State or OIT have been returned, or if necessary, destroyed using the form provided in Appendix A.

**9. Termination**

Vendor’s Authorized Use of Confidential Information shall terminate automatically upon: (a) breach of this Agreement as determined solely by OIT, (b) completion or termination of Vendor’s Services, or, (c) termination of Vendor’s Contract, whichever occurs first. Vendor’s indemnification, confidentiality, and related assurances and obligations hereunder shall survive termination of the Agreement.

**10. Compliance**

If Vendor breaches or threatens to breach this Agreement, the State shall have all equitable and legal rights (including the right to obtain injunctive relief and specific performance) to prevent such breach and/or to be fully compensated (including litigation costs and reasonable attorney’s fees) for losses or damages resulting from such breach. Vendor acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the Confidential Information. Vendor shall hold OIT harmless from, and indemnify OIT for any claims, losses, expenses and/or damages arising out of the unauthorized disclosure by Vendor, its employees, or Third Party Partners, of Confidential Information or other unauthorized use of the Confidential Information, including but not limited to, paying the State any costs of enforcing this Agreement, securing appropriate corrective action, returning Information furnished hereunder, as well as any other costs reasonably incurred by the State in enforcing the terms of this Agreement.

**11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. The place of this Agreement, its situs and forum, shall be Kennebec County, Maine, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of Maine, and stipulates that the State Courts in Kennebec County shall be the proper venue for all matters. If any provision of the Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

**12. Entire Agreement**

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement is intended to be read in harmony with any other confidentiality and non-disclosure provisions contained within the Contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives effective as of the Effective Date set forth above.

**Identity Theft Guard Solutions, Inc. d/b/a ID Experts**

DocuSigned by:  
*Sanjay Uppal*  
By: \_\_\_\_\_  
8B5DCA959B1240E...  
Sanjay Uppal  
Printed: \_\_\_\_\_  
Title: CFO

**State of Maine Office of Information Technology:**

DocuSigned by:  
*Jaime Schorr*  
By: \_\_\_\_\_  
6D6437754DD0459...  
Jaime Schorr  
Printed: \_\_\_\_\_  
Title: Chief Procurement Officer





STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
OFFICE OF INFORMATION TECHNOLOGY (OIT)

Date: 5/12/2021 \_\_\_\_\_

Date: 5/12/2021 \_\_\_\_\_

**APPENDIX A**

**CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY BY VENDOR PURSUANT TO VENDOR CONFIDENTIALITY & NONDISCLOSURE AGREEMENT DATED \_\_\_\_\_**

Pursuant to the Vendor Confidentiality and Non-Disclosure Agreement between the State of Maine, acting by and through the Office of Information Technology (“OIT”) and \_\_\_\_\_ (“Vendor”) dated \_\_\_\_\_, Vendor acknowledges his/her responsibility to return or destroy all Confidential Information upon termination of the Vendor’s services to OIT. This document certifies that all copies of Confidential Information, electronic property and tangible property belonging to the State of Maine or OIT have been returned, or if necessary, destroyed, as described below:

\_\_\_\_\_

Description of *returned* Confidential Information, electronic information or tangible property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of *destroyed* Confidential Information, electronic information or tangible property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Date

## State of Maine Procurement Justification Form

This form must accompany all contract requests and sole source requisitions (RQS) over \$5,000 submitted to the Division of Procurement Services.

INSTRUCTIONS: Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Division of Procurement Services website (Forms page) for additional instructions.

### PART I: OVERVIEW

Department Office/Division/Program:		DAFS / Procurement Services		
Department Contract Administrator or Grant Coordinator:		J. Franzose		
(If applicable) Department Reference #:		NA		
Amount: (Contract/Amendment/Grant)	\$ Master Agreement – na	Advantage CT / RQS #:	18P - 2103180000000000092	
CONTRACT	Proposed Start Date:	3-24-2021	Proposed End Date:	2-22-2022
AMENDMENT	Original Start Date:		Effective Date:	
	Previous End Date:		New End Date:	
GRANT	Project Start Date:		Grant Start Date:	
	Project End Date:		Grant End Date:	
Vendor/Provider/Grantee Name, City, State:		ID Experts dba IDX, Lincoln Center One, 10300 SW Greenburg RD, Suite 570, Portland OR 97223		
Brief Description of Goods/Services/Grant:		Data Breach and Credit Monitoring Services		

### PART II: JUSTIFICATION FOR VENDOR SELECTION

Mark an "X" before the justification(s) that applies to this request. (Check all that apply.)

<b>X</b>	A. Competitive Process		G. Grant
	B. Amendment		H. State Statute/Agency Directed
	C. Single Source/Unique Vendor		I. Federal Agency Directed
	D. Proprietary/Copyright/Patents		J. Willing and Qualified
	E. Emergency		K. Client Choice
	F. University Cooperative Project		L. Other Authorization

### PART III: SUPPLEMENTAL INFORMATION

Please respond to ALL of the following:

- 1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.**

The State of Maine collects, manages and holds a wide variety and significant volume of confidential and personal identifiable information. The State requires data breach notification and credit monitoring services to notify and make available credit monitoring services to affected individuals if an information breach incident should occur.

## State of Maine Procurement Justification Form

### PART III: SUPPLEMENTAL INFORMATION

**2. Provide a brief justification for the selected vendor to supplement the response in Part II.**

NASPO, State of Idaho, Data Breach and Credit Monitoring competitive procurement, one awardee, IDX.

**3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.**

Rates per competitive RFP response and award.

**4. Describe the plan for future competition for the goods or services.**

Participate in future NASPO RFPs.

### PART IV: APPROVALS

**Signature of requesting  
Department's Commissioner  
(or designee):**

*By signing below, I signify that I approve of this procurement request.*

DocuSigned by:

*Douglas E. Cotnoir*

**Printed Name:**

DACC4530B7FF4EC...  
Douglas E. Cotnoir

**Date:**

3/24/2021

**Signature of DAFS  
Procurement Official:**

DocuSigned by:

*Jaime C. Schorr*

**Printed Name:**

6D6437754DD0459...  
Jaime C. Schorr

**Date:**

3/24/2021



**MASTER AGREEMENT  
MA16000145-2  
AMENDMENT 6**

**Data Breach and Credit Monitoring Services**

**PARTIES**

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

and

Identify Theft Guard Solutions dba IDX "Contractor"

**AGREEMENT**

1. **AMENDMENT.** This Contract Amendment No. 6 and the provisions hereof are hereby attached to and made part of the certain State of Idaho Contract for Idaho Division of Purchasing, MA16000145-2, Data Breach and Credit Monitoring Services. All terms, conditions, and prices contained in the Contract shall remain in full force and effect, except as expressly modified herein.

a. Upon execution of this document by both Parties, the Contract shall be renewed for the period of February 23, 2022 through August 31, 2023.

Contractor

Handwritten signature of Thomas A. Kelly in black ink.

Name, Title

State of Idaho Division of Purchasing

Chelsea Robillard, State Purchasing Manager

1/20/2022

Date



Date



**MASTER AGREEMENT  
MA16000145-2  
AMENDMENT 7**

**Data Breach and Credit Monitoring Services**

**PARTIES**

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

and

Identify Theft Guard Solutions dba IDX "Contractor"

**Recitals:**

- A. The Parties entered into a Contract (MA16000145-2) for the purchase of Data Breach and Credit Monitoring Services, effective February 23, 2016.
- B. The Contract was amended on January 21, 2022, via Amendment No. 6, which renewed the contract from February 23, 2022, to August 31, 2023.
- C. With this Amendment No. 7, the Parties desire to extend contract period, as detailed below.

**Agreement:**

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. Upon execution of this document by both Parties, the Contract shall be extended for the period of September 1, 2023, through November 30, 2023.
2. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
3. This Amendment is effective upon the date of this last signature. In no event will this Amendment be effective until executed by DOP.

Contractor Identity Theft Guard Solutions, Inc.  
d/b/a IDX, a ZeroFox company

DocuSigned by:  
*Tim Bender*  
D35C49D1ADBA4BE...  
Name, Title Tim Bender, CFO

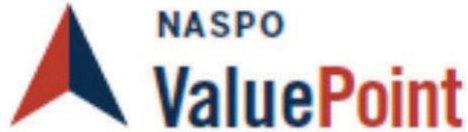
7/25/2023  
Date



State of Idaho Division of Purchasing

*Jake Nay*  
\_\_\_\_\_  
Jake Nay, Contract Administrator

7/25/2023  
Date



**MASTER AGREEMENT  
MA16000145-2  
AMENDMENT 8**

**Data Breach and Credit Monitoring Services**

**PARTIES**

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

and

Identify Theft Guard Solutions dba IDX "Contractor"

**Recitals:**

- A. The Parties entered into a Contract (MA16000145-2) for the purchase of Data Breach and Credit Monitoring Services, effective February 23, 2016.
- B. The Contract was amended on July 25, 2023, via Amendment No. 7, which extended the contract from September 1, 2023, to November 30, 2023.
- C. With this Amendment No. 8, the Parties desire to extend the contract period, as detailed below.


**Agreement:**

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. Upon execution of this document by both Parties, the Contract shall be extended for the period of November 30, 2023, through February 23, 2024.
2. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
3. This Amendment is effective upon the date of this last signature. In no event will this Amendment be effective until executed by DOP.



Contractor

  
D35C49D1ADB44BE...

State of Idaho, Division of Purchasing



Tim Bender CFO

Name, Title Tim Bender, CFO

Jake Nay, Contract Administrator

10/26/2023

11/1/2023

Date



Date