



**State of Oklahoma  
Office of Management and Enterprise  
Services  
Central Purchasing**

**Notice of Statewide Contract  
Award**

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*Official signed contract documents are on file with DCS-Central Purchasing.*

**Contract Title:** Fingerprinting Services to Support Background Checks

**Statewide Contract #:** SW034

**Contract Issuance Date:** 07/01/2015

**Total Number of Vendors:** 1 (For details see: Vendor Information Sheet)

**Contract Period:** 07/01/2015 through 06/30/2016

**Agreement Period:** 07/01/2015 through 06/30/2020

**Authorized Users:** All State Agencies, Political Subdivision

**Contract Priority:** Mandatory

**Type of Contract:** Firm Fixed Price

**DCS-CP Contact:** Theresa Johnson

Phone: 1 - 405 - 521 - 2289

**Title:** SW Initiatives Contract Officer

Fax: 1 - 405 - 522 - 1077

Email: [Theresa.Johnson@omes.ok.gov](mailto:Theresa.Johnson@omes.ok.gov)



**State of Oklahoma  
Office of Management and Enterprise  
Services  
Central Purchasing**

**Awarded Vendors Information**

PAGE OF

**Vendor Name:** Cogent Systems Inc

**Vendor ID#:** 0000368672

**Vendor Address:** Address: 639 N. Rosemead Blvd  
City: Pasadena

State: CA Zip Code: 91107

**Contact Person Name:** Blake Godard

**Phone #:** 1 - 614 - 726 - 3308

**Title:** Business Development Manager

**Fax #:** 1 - 614 - 718 - 9694

**Email:** bgodard@mmm.com

**Website:**

**Authorized Location:**  Locations list attached as (*attachment title*)

Address:

City:

State:

Zip Code:

**Contract ID #:** -4116

**Delivery:**

**Minimum Order:**

**P/Card Accepted:**  Yes  No

**Other:**

**Vendor Name:**

**Vendor ID#:**

**Vendor Address:** Address:  
City:

State: Zip Code:

**Contact Person Name:**

**Phone #:** 1 - - -

**Title:**

**Fax #:** 1 - - -

**Email:**

**Website:**

**Authorized Location:**  Locations listing attached as (*attachment title*)

Address:

City:

State:

Zip Code:

**Contract ID #:**

**Delivery:**

**Minimum Order:**

**P/Card Accepted:**  Yes  No

**Other:**



# CONTRACT

## State of Oklahoma

Dispatch via Print

Supplier 0000368672  
 COGENT SYSTEMS INC  
 639 N ROSEMEAD BLVD  
 PASADENA CA 91107-2147  
 USA

<b>Contract ID</b> 000000000000000000004116		Page 1 of 1	
<b>Contract Dates</b> 07/01/2015 to 06/30/2016	<b>Currency</b> USD	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date
<b>Description:</b> Fingerprinting Services		<b>Contract Maximum</b> 0.00	
<b>TYPE: STATEWIDE</b>			

Tax Exempt? Y      Tax Exempt ID:736017987

**Contract Lines:**

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	80111702 / 1000030879 FINGERPRINTING: Background check services	EA	1.00	0.00	0.00	0.00

**COMMENTS:**

CONTRACT IS FOR AN INDEFINITE QUANTITY. INDIVIDUAL AGENCIES WILL ISSUE PURCHASE ORDERS FOR SERVICES BASED ON INDIVIDUAL AGENCY NEED.

CONTRACT PERIOD IS 07/01/2015 THRU 06/30/2016 WITH FOUR (4) OPTIONS TO RENEW.  
 AGREEMENT PERIOD IS 07/01/2015 THRU 06/30/2020

Final = The price is final after adjustments  
 Hard = Apply adjustments regardless of other adjustments  
 Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Solicitation

1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

4. Response Due Date<sup>1</sup>:

Time: 3 p.m. CST/CDT

5. Issued By and **RETURN SEALED BID TO:**

**Personal, U.S. Postal or Common Carrier Delivery:**

Office of Management and Enterprise Services  
Central Purchasing Division  
Will Rogers Building  
2401 N. Lincoln Blvd, Suite 116,  
Oklahoma City, OK 73105

6. **Solicitation Type** (check one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. **Requesting Agency:**

8. **Contracting Officer:**

Name:

Phone: (405)

Email:

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")  
OMES-FORM-CP-070 (08/2014)



*"Certification for Competitive Bid and Contract" MUST be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** \_\_\_\_\_

2. **Bidder General Information:**

FEI / SSN : \_\_\_\_\_ VEN ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>2</sup>:**

YES – Permit #: \_\_\_\_\_

NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

YES - Filing Number: \_\_\_\_\_

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – include a certificate of insurance with the bid

NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>3</sup>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

<sup>2</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>3</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



**State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division**

**Certification for Competitive  
Bid and/or Contract  
(Non-Collusion Certification)**

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: \_\_\_\_\_

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

A GENERAL PROVISIONS..... 4  
B. SPECIAL PROVISIONS .....10  
C. SOLICITATION SPECIFICATIONS.....12  
D. EVALUATION .....15  
E. INSTRUCTIONS TO SUPPLIER .....15  
F. ATTACHMENTS.....16  
G. PRICE AND COST .....16

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the Bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

#### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the Central Purchasing Division at the Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.8. Late Bids**

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
  - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.2. Solicitation, as amended (if applicable); and

A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.13 Negotiations**

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

#### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

#### **A.15. Award of Contract**

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php> .

#### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

#### **A.18. Invoicing and Payment**

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

#### **A.19. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

#### **A.20. Audit and Records Clause**

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.21. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any

language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **A.22. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

#### **A.23. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

#### **A.24. Termination for Cause**

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.26. Insurance**

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

#### **A.27. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

#### **A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **A.29. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

#### **A.30. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

B.1.1. The Contract Period is the Date of Award through one year (or enter contract period) with the option to renew for up to four (4) additional one year periods.

### **B.2. Agreement Period**

B.2.1. The Agreement Period is the (enter full contract period). Renewal options shall be at the sole discretion of the State of Oklahoma.

### **B.3. Type of Contract.**

B.3.1. This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

### **B.4. Extension of Contract.**

B.4.1. The State may extend the term of this contract for up to 90 day intervals if mutually agreed upon by both parties in writing.

### **B.5. State and Federal Taxes**

B.5.1. Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

### **B.6. Contract Preference**

B.6.1. This contract is mandatory for State of Oklahoma agencies

### **B.7. Authorized Users.**

B.7.1. This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful Supplier(s).

### **B.8. Ordering**

B.8.1. Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the State purchase card, by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

### **B.9. Prompt Payment Discounts.**

B.9.1. Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

### **B.10. Gratuities.**

B.10.1. The right of the successful Supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful Supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.

### **B.11. Proposal Conformity**

B.11.1. By submitting a response to this solicitation, the Supplier attests that the supplies or services conform to specified contract requirements.

### **B.12. Contract Usage Reporting Requirements**

B.12.1. Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.

B.12.2. Reports shall be submitted quarterly regardless of quantity. Failure to report sales may be cause for termination of contract.

B.12.3. Usage Reports shall be delivered to Central Purchasing within 30 calendar days upon completion of performance quarter period cited in paragraph "d" of this contract provision. Usage Reports may be delivered via the following addresses;

**B.12.3.1.** Email – [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov)

**B.12.3.2.** Physical Address:

Will Rogers Building

B.12.4. Contract quarterly reporting periods shall be:

**B.12.4.1.** January 1 through March 31

**B.12.4.2.** April 1 through June 30

**B.12.4.3.** July 1 through September 30

**B.12.4.4.** October 1 through December 31

B.12.5. **Failure to provide usage reports shall result in cancellation or suspension of contract.**

B.12.6. Usage Reports shall be submitted in the Excel form listed as Attachment "A"

### **B.13. Contract Management Fee**

B.13.1. As provided by Oklahoma State Statute §85.33A, the Office of Management and Enterprise Services assesses an Administrative Fee in the sum of 1% on all sales transacted by any entity under this contract.

B.13.2. Supplier agrees to annotate the resultant amount on the quarterly "Contract Usage Report" as listed in Section B11.6 and make payment by company check to OMES – Central Purchasing Division within thirty (30) calendar days from the completion of the quarterly reporting period as listed in Section B11.4. To ensure the payment is credited properly, the supplier must identify the check as a "Contract Management Fee" and include the following information with the payment: LIST SW# and Contract Title, the report amount and the reporting period covered. The Contract Management Fee shall be mailed to:

OMES – Central Purchasing Division

Agency Business Services

3812 N. Santa Fe, Suite 290

Oklahoma City, OK 73118

B.13.3. Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

### **B.14. Travel**

B.14.1. No reimbursable travel is contemplated under the terms of this contract.

### **B.15. Oral Agreements**

B.15.1. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

### **B.16. Clarification of Solicitation**

B.16.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing

B.16.2. Contracting Officer specified in the solicitation and must be prior to the closing date of the solicitation.

B.16.3. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or an error that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

B.16.4. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Contracting Officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

### **B.17. Minor Deficiencies or Minor Informalities**

B.17.1. "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

B.17.2. The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

## **B.18. Electronic Submission**

- B.18.1. All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.3 of the RFP. Submissions will not be accepted via email or hard copy. This term overrides any terms in Section A requiring submission of hard-copy.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Introduction**

The State of Oklahoma desires to obtain a mandatory statewide contract for provision of electronic fingerprint services to support background checks on applicants applying for certification, employment, or as otherwise deemed necessary by the State of Oklahoma and its respective Agencies, as required by law. This system is intended to speed the applicant clearing process by incorporating electronic data interface to the Oklahoma State Bureau of Investigation (OSBI) for purposes of electronic submission of fingerprints. The successful Supplier should be prepared to contract with individual State Agencies to provide a system and interface that suits each agency's needs.

Any services should be provided as a commercial off-the-shelf solution (COTS) with minimal tailoring to each Agency's needs. Proposals that exclude the necessity of developmental items will be preferred. COTS will be determined based on previous Supplier implementations.

This contract must provide State Agencies with the option of subsidizing none of the costs of the program, partial costs of the program or the full cost of the program, depending on each agency's needs. Ownership of the fingerprints and enrollment date belong to the registered holder of the Originating Record Indicator (ORI) and may not be distributed or otherwise used outside of the terms on this RFP without written approval from the State.

Applicable Documents:

Identity Verification Program Guide from the National Crime Prevention and Privacy Compact Council:

[http://www2.fbi.gov/hq/cjisd/web%20page/pdf\\_meet/identity\\_verif\\_guide.pdf](http://www2.fbi.gov/hq/cjisd/web%20page/pdf_meet/identity_verif_guide.pdf)

Recording Legible Fingerprints guidelines from the FBI:

<http://www.fbi.gov/hq/cjisd/takingfps.html>

### **C.2. Mandatory Requirements**

Responsive suppliers shall demonstrate the ability to meet the following mandatory requirements:

- C.2.1. Supplier shall have established submission approval from and have submitted more than 5,000 useable and clean fingerprint transactions to the OSBI or have submitted 100,000 useable and clean fingerprint transactions to other Government agencies.
- C.2.2. Supplier shall have a minimum of 5 years experience in providing government fingerprint services for networks of a similar size and scope.
- C.2.3. Supplier shall demonstrate the ability to maintain an error rate for electronically transmitted fingerprints not exceeding five (5%) percent.

### **C.3. General Specifications**

The following represents, at a minimum, the State's requirements of a Supplier with regard to the establishment, implementation and operation of electronic fingerprinting services. Unless otherwise noted, the Supplier shall:

#### **C.3.1. Services**

- C.3.1.1.** Verify identity of Applicant with two forms of identification. One form of identification must be a federal/state recognized official photo ID.
- C.3.1.2.** Provide the Agency with a copy of signed original consent form from Applicant.
- C.3.1.3.** Ensure timely submission of fingerprint capture in real or near real time. Store and forward service is allowed if Supplier utilizes a central system for transmitting to OSBI.
- C.3.1.4.** Secured transmittal machines must verify the quality of the prints within a 30 minute time frame and have the capability to resubmit rejected, incomplete, or inaccurate prints. Applicant shall be informed of 30 minute processing time.
- C.3.1.5.** Portable machines must electronically capture Applicant data and fingerprints utilizing AFAPS technology and transmit records to the OSBI within 24 hours of capture.
- C.3.1.6.** Resubmit legible re-prints/information to OSBI using the same TCR number and at no charge to the Applicant or the Agency. Duplicate submissions will be full responsibility of the Supplier.
- C.3.1.7.** Provide for a process that allows ink cards to be submitted electronically to OSBI.

- C.3.1.8.** Provide the option to collect from the Applicant, all fees due and submit in accordance with OSBI & FBI requirements for criminal history record checks, ensuring the Agency is not responsible for fees and will not be a participant in the handling of any funds.
- C.3.1.9.** Provide the option for payment to be shared by the Applicant and the State.
- C.3.1.10.** Provide the option for full payment to be made by the State.
- C.3.1.11.** Maintain an error rate for electronically transmitted Livescan fingerprints that shall not exceed five (5%) percent.
- C.3.1.12.** In the event of any equipment failure or an occurrence that prohibits the capture of an Applicant's fingerprints an alternate capture time must be provided to Applicant at no additional cost.
- C.3.1.13.** Comply with all confidentiality and security requirements of the Agency and FBI, including background screening and training protocols of Supplier employees.
- C.3.1.14.** Notify the Agency regarding any changes in the operation of the AFAPS services being provided. This includes but is not limited to the following:
  - C.3.1.14.1. Addition of sites
  - C.3.1.14.2. Closing of sites
  - C.3.1.14.3. Changing of site hours
  - C.3.1.14.4. Changing of call center hours
  - C.3.1.14.5. Web-site technical errors, complaints, etc.
  - C.3.1.14.6. Billing complaints

**C.3.2. Sites**

Provide geographically disbursed sites statewide, in state offices and out-of-state with fingerprinting service sites located based on the following definitions and formulas.

- C.3.2.1.** Urban: Applicants residing in a 100-mile radius zone with an average population density above 50 people per square mile (based on most recent US census)
  - C.3.2.1.1. Urban Applicants shall not travel a one-way distance further than 30 miles from their home or place of business
  - C.3.2.1.2. Urban Applicants shall not wait more than 2 days to obtain a fingerprint appointment.
- C.3.2.2.** Rural: Applicants residing in a 100-mile radius zone with an average population density below 50 people per square mile (based on most recent US census)
  - C.3.2.2.1. Rural Applicants shall not travel a one-way distance further than 50 miles from their home or place of business.
  - C.3.2.2.2. Supplier shall provide immediate access to appointment scheduling. When scheduling an appointment, an appointment shall be available for Rural Applicants within two (2) days from the date of scheduling the appointment
- C.3.2.3.** Contractor is required to provide a list of all their current and proposed site locations.
- C.3.2.4.** Provide secure service locations at which fingerprinting services will be provided during normal business hours (8:00AM- 5:00 PM, Monday through Friday). The contractor will provide urban locations with flexible schedules to include evenings and weekend hours.
- C.3.2.5.** Contractor must have Urban and Rural sites that accept walk-in Applicants
- C.3.2.6.** Sites to be accessible in accordance with Americans with Disabilities Act.
- C.3.2.7.** The State of Oklahoma shall have the ability to request termination of a site due to poor performance.
- C.3.2.8.** State Office: At the request of the Agency, Supplier shall provide Livescan and Cardscan sites at the contracted agency's location(s). Supplier shall provide documentation and training necessary for State Officials to operate the equipment, as necessary.
- C.3.2.9.** Out of State: Supplier shall provide within their proposal a plan for providing fingerprinting services to applicants outside the State of Oklahoma.

**C.3.3. Equipment/Software**

- C.3.3.1.** Provide connectivity to OSBI in accordance with OSBI transmission protocols (contact OSBI directly for details).

- C.3.3.2.** At no cost to State, maintain hardware, equipment, and software to original performance specifications and provide updates and/or upgrades as new technology becomes available and/or OSBI requirements change.
  - C.3.3.3.** At no cost to State, provide all preventative maintenance of all system equipment.
  - C.3.3.4.** Use approved AFAPS equipment and electronic transmittal of fingerprints to the OSBI and Federal Bureau of Investigation using the real time store and forward system.
  - C.3.3.5.** Provide one (1) card scanner at designated sites.
- C.3.4. Contractor Staff
- C.3.4.1.** .
  - C.3.4.2.** Employ individuals with the knowledge of and the capability to reference an applicant's identification and verify proper ID to the biographic information entered into the AFAPS system at time of appointment.
  - C.3.4.3.** Ensure call-center operators are appropriately trained to assist all Applicants in scheduling of appointments.
  - C.3.4.4.** Inform all employees and/or subcontractors receiving or having access to confidential information of the confidential nature of the information.
  - C.3.4.5.** Ensure that all employees and/or subcontractors receiving or having access to confidential information are aware of their obligation to keep said information confidential.
  - C.3.4.6.** Ensure that all employees and/or subcontractors receiving or having access to confidential information follow established procedures for destruction of confidential information once deliverables have been performed/provided.
  - C.3.4.7.** Contractor is responsible for ensuring employees and/or subcontractors abide by the procedures for destruction of confidential information.
- C.3.5. Technical Support/Customer Service
- C.3.5.1.** Develop or have a process for applicants to schedule an initial appointment and/or for any questions regarding fingerprint services.
  - C.3.5.2.** Develop or have and maintain a website and toll-free telephone line for appointment, registration, and customer support for use by Applicants and the Department.
  - C.3.5.3.** Have a website that is available 24 hours a day, 7 days a week, with the exception of time offline for technical updates.
  - C.3.5.4.** Maintain a secure and up-to-date website and call center having the capability to capture all biographic and demographic information needed to obtain fingerprinting at the time of service and meet all OBN, State of Oklahoma, and federal confidentiality standards.
  - C.3.5.5.** Have a website that is easily usable to assist Applicants in finding the nearest physical fingerprinting sites within proximity of their residence and/or business location.
  - C.3.5.6.** Have customer service phone lines opened a minimum of Monday-Friday 8:00 AM – 5:00 PM.
  - C.3.5.7.** Provide a website/dashboard to monitor all daily transactions from all fingerprint stations around the state.
- C.3.6. Security and Confidentiality
- C.3.6.1.** Be aware that information provided by Applicants is confidential. Supplier shall meet all Federal and State security requirements relating to electronic and physical confidential records.
  - C.3.6.2.** Understand that said confidential information is being disclosed for the sole purpose of completing the services described in this contract.
  - C.3.6.3.** Have procedures in place to ensure the destruction of confidential information once deliverables have been performed/provided.
  - C.3.6.4.** Ensure that all individuals associated with the contractor and/or subcontractors receiving or having access to confidential information are aware of their obligation to keep said information confidential.
  - C.3.6.5.** Ensure that all individuals associated with the contractor and/or subcontractors receiving or having access to confidential information follow established procedures for destruction of confidential information once deliverables have been performed/provided.
  - C.3.6.6.** Ensure all individuals associated with the contractor and/or subcontractors employees abide by the procedures for destruction of confidential information.
- C.3.7. Deliverables

The deliverable shall be a usable, clean, full set of fingerprint images.

C.3.1. Place of Performance

Place of performance shall be the contractors service provision locations throughout the State of Oklahoma.

C.3.2. Period of Performance

The period of performance is anticipated to be from the date of award thru one year with the option to renew for up to four (4) additional one year contract periods.

**C.4. Value Added Services**

C.4.1. In addition to the services described above, Suppliers may propose additional services related to the scope of this contract that can provide value to the State of Oklahoma with a description of the services and how they add value for the State.

**D. EVALUATION**

**D.1. Best Value Criteria**

- D.1.1. The State intends to award to one Supplier as a result of this Request for Proposal (RFP). Said contract will be awarded to the responsible Supplier(s) whose response, conforming to the RFP, is deemed best value.
- D.1.2. Upon receipt of all responses, each response will be evaluated to determine which Suppliers meet all minimum mandatory pre-requisites as set forth in Section C.2. Mandatory Supplier Qualifications. Those proposals which met the minimum mandatory pre-requisites will enter the technical phase of evaluation. Proposals which do not meet the minimum mandatory pre-requisites will be deemed non-responsive at this point and will receive no further consideration.
- D.1.3. An evaluation team will conduct evaluation of responses and prices received in response to this solicitation according to these criteria:
  - D.1.3.1. Technical Proposal
  - D.1.3.2. Past Experience and Performance
  - D.1.3.3. Price and Cost

**D.2. Competitive Negotiations of Proposals**

In accordance with Oklahoma Statutes, Title 74 subsections 85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the Bidders responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that mitigate the State's risks. The State will consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bidder's proposal.

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

- D.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- D.2.2. Negotiations will only be conducted with potentially acceptable proposals. The State reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase.
- D.2.3. Terms, conditions, prices, methodology, or other features of the Bidder's proposal may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- D.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.2.5. BEST and FINAL – The state may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, the Bidder should not expect that the state will ask for best and finals to give the Bidder an opportunity to strengthen your proposal. Therefore, the Bidder must submit your best offer based on the terms and condition set forth in this solicitation.

**E. INSTRUCTIONS TO SUPPLIER**

**E.1. Introduction**

Prospective Bidders are urged to read this solicitation carefully. Failure to do so will be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to

read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

#### E.1.1. MANDATORY AND NON-MANDATORY TERMS

**E.1.1.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Bidder's Proposal.

**E.1.1.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

### E.2. Technical Questions

Technical questions concerning the RFP should be submitted in writing to the contracting officer listed on the front page of the solicitation no later than 01/16/2014.

### E.3. RFP Submission Requirements

E.3.1. Supplier should submit two (2) CDs or DVDs containing an electronic copy of the proposal which must be clearly marked with the Supplier's name, solicitation number and date of solicitation closing. This term overrides any terms in Section A requiring submission of hard-copy.

**E.3.1.1.** All electronic documents must be in one of the following software formats:

E.3.1.1.1. MS Word (.doc or .docx), MS Excel (.xls or .xlsx), or Adobe PDF (.pdf)

E.3.1.1.2. Graphic samples must be in tif, gif, jpeg or pdf

E.3.2. Each Supplier shall submit a complete proposal, and should clearly describe Supplier's ability to meet or exceed every requirement detailed in the Solicitation Request and this RFP.

E.3.3. Each Supplier shall submit the required forms in the front of the Solicitation Packet.

**E.3.3.1.** OMES-FORM-CP-076

**E.3.3.2.** OMES-FORM-CP-004

### E.4. Solicitation Submission

Suppliers should submit the following components to ensure a complete response will be evaluated.

E.4.1. Administrative Data

**E.4.1.1.** Suppliers should submit all administrative forms requested in the solicitation document.

E.4.2. Technical Proposal

**E.4.2.1.** Suppliers should submit a complete proposal describing how the Supplier is able to meet each requirement of the RFP. Responses should be organized in a clear and easy to navigate manner in line with the numbering provided in the RFP (C.1, C.2.1, C.3.1.2, etc...)

E.4.3. Past Experience and Performance

**E.4.3.1.** Suppliers should submit five references and a description of their last three projects of similar size and scope that can demonstrate the Supplier's ability to meet the requirements of Section C.2.

## F. ATTACHMENTS

ATTACHMENT A: QUARTERLY USAGE REPORT FORM

## G. PRICE AND COST

The Supplier must allow for payments or partial payments to be made by the State or by the Applicant or other responsible payee. As necessary, the contractor will be required to remit to OSBI the statutory amount required for state and federal fingerprint criminal history record information (CHRI). Supplier must collect additional fees for State Agencies, as necessary and determined by Agency policy. Supplier will collect the charge for the services provided. Where Applicants are assessed the full or partial cost of the services, the Supplier must provide Applicants with a convenient method of payment (e.g., cash, credit card, money order, cashier's check or personal check). Suppliers must state in their proposal what their service fee will be. State Agencies must have the option of subsidizing none of the costs of their program, partial costs of their program or the full cost of their program, depending on each Agency's needs.

Suppliers must include their fixed fee for years one thru five of the program in the Price and Cost section of the proposal. The per-transaction fee to the supplier shall not exceed \$12.00 for the initial contract period. However, cost will be considered as a portion of the evaluation and Suppliers may bid lower. Only the Supplier portion of the fee should be included, with the final cost of the services to follow the formula below:

#### Fee Formula:

(State, FBI and Applicable Agency Fees) + (Supplier Per-Transaction Fee) = (Cost to State or Applicant Per Transaction)



**State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division**

**Amendment of Solicitation**

**Date of Issuance:** 01/26/2015

**Solicitation No.** SW034

**Requisition No.** SW034

**Amendment No.** 1

Hour and date specified for receipt of offers is changed:  No  Yes, to: 02/10/2015 3:00 PM CST/CDT

Pursuant to OAC 580:16-7-30(d), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

**ISSUED BY and RETURN TO:**

**U.S. Postal Delivery or Personal or Common Carrier Delivery:**

Office of Management and Enterprise Services,  
Central Purchasing Division  
Will Rogers Building  
2401 N. Lincoln Blvd., Suite 116  
Oklahoma City, OK 73105

Gerald Elrod  
Contracting Officer

( 405 ) - 521 - 4058  
Phone Number

Gerald.Elrod@omes.ok.gov  
E-Mail Address

**Description of Amendment:**

a. This is to incorporate the following:

The closing date of the RFP has been extended to February 10, 2015 to allow additional time for questions to be answered and posted and to allow for the possibility of inclement weather affecting response delivery.

b. All other terms and conditions remain unchanged.

\_\_\_\_\_  
Supplier Company Name (**PRINT**) \_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Name (**PRINT**) \_\_\_\_\_  
Title \_\_\_\_\_  
Authorized Representative Signature



**State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division**

**Amendment of Solicitation**

**Date of Issuance:** 01/26/2015

**Solicitation No.** SW034

**Requisition No.** SW034

**Amendment No.** 2

Hour and date specified for receipt of offers is changed:  No  Yes, to: \_\_\_\_\_ 3:00 PM CST/CDT

Pursuant to OAC 580:16-7-30(d), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

**ISSUED BY and RETURN TO:**

**U.S. Postal Delivery or Personal or Common Carrier Delivery:**

Office of Management and Enterprise Services,  
Central Purchasing Division  
Will Rogers Building  
2401 N. Lincoln Blvd., Suite 116  
Oklahoma City, OK 73105

Gerald Elrod  
Contracting Officer  
( 405 ) - 521 - 4058  
Phone Number  
Gerald.Elrod@omes.ok.gov  
E-Mail Address

**Description of Amendment:**

a. This is to incorporate the following:

**The State's responses to questions provided by the Suppliers can be found below:**

**Question 1:**  
C.3.2.8. State Office: At the request of the Agency, Supplier shall provide Livescan and Cardscan sites at the contracted agency's location(s).  
Please clarify the expected number of each type of device to be provided and if these are expected to be purchased by the agency or are they to be included in the overall price per transaction rate provided.

**Answer 1:**  
We do not know the total number of devices that will be utilized. Suppliers should provide a price for purchase of a unit as well as an option to include the cost as a portion of the fee.

**Question 2:**  
C.3.3.5. Provide one (1) card scanner at designated sites.  
Please clarify the expected number of card scan devices to be provided and if these are expected to be purchased by the agency or are they to be included in the overall price per transaction rate provided.

**Answer 2:**  
We do not know the total number of devices that will be utilized. Suppliers should provide a price for purchase of a unit as well as an option to include the cost as a portion of the fee.

**Question 3:**  
C.3.1.4 Secured transmittal machines must verify the quality of the print within a 30 minute time frame and have the capability to resubmit rejected, incomplete or inaccurate prints.  
What is the policy if OSBI does not provide notification for an applicant within the 30 minute time frame?

**Answer 3:**  
No additional fees should be charged and the Supplier should notify provide notification as soon as possible. Inability to

## **Description of Amendment - continuing**

consistently meet specifications may result in contract cancellation.

### **Question 4:**

C.3.1.12 In the event of any equipment failure or an occurrence that prohibits the capture of an Applicant's fingerprints an alternate capture time must be provided to the Applicant at no additional cost.

Please clarify whether this requirement means that an applicant should not be charged a second fee for the alternative capture session or if the applicant should be charged no fee at all.

Please confirm that this only applies to the Supplier fee and not the State, FBI or Agency fees.

### **Answer 4:**

If for some reason an applicant shows up for their appointment and there is an equipment malfunction the applicant will not be charged for the second fingerprinting if the malfunction was the fault of the vendor. This should apply to all fees.

### **Question 5:**

Will this contract supersede any existing contracts the winning bidder has with other Oklahoma state agencies?

### **Answer 5:**

Previous contracts will not be immediately cancelled but all State agencies will be required to move to the mandatory statewide contract at the end of their current contract term.

### **Question 6:**

Will the State provide Supplier with a right to terminate the contract for convenience?

### **Answer 6:**

Please reference Section A.25 of the RFP.

### **Question 7:**

Will the State agree to 30 day payment terms?

### **Answer 7:**

The State cannot agree to 30 day payment terms under any circumstances.

### **Question 8:**

B.13.1 As provided by Oklahoma State Statute §85.33A, the Office of Management and Enterprise Services assesses an Administrative Fee in the sum of 1 % on all sales transacted by any entity under this contract

Does the 1% contract management fee apply to this contract?

### **Answer 8:**

Yes.

### **Question 9:**

G. Price and Cost

Suppliers must include their fixed fee for years one thru five of the program in the Price and Cost section of the proposal. The per transaction fee to the supplier shall not exceed \$12.00 for the initial contract period.

What is the start of the contract date?

### **Answer 9:**

The target award date for this contract will be March 1<sup>st</sup>, 2015.

### **Question 10:**

A.19 Tax Exemption

Are payments made by Applicants subject to Oklahoma state sales tax?

Although Section A.19 states that state agency acquisitions are exempt from sales taxes, what about acquisitions made by Applicants?

### **Answer 10:**

We are not aware of sales tax collected at the time of print capture for the applicant's collection fee. However, the Supplier should verify with the Oklahoma Tax Commission for all tax related inquiries.

### **Question 11:**

If it is determined that the fee, if paid by Applicants, is not exempt from state sales tax, will this RFP or Contract resulting therefrom, be amended to include sales tax as one of the fees collected from the Applicant?

### **Answer 11:**

This is correct.

### **Question 12:**

Attachment A

There is a list of agencies in columns W and X of the Usage Report in Attachment A.

**Description of Amendment - continuing**

Are each of these agencies expected to utilize this contract for electronic fingerprinting services at the inception of the contract?

**Answer 12:**

No, this is just an example of how the usage report should be completed.

**Question 13:**

Attachment A

After each agency name, please clarify what the number represents. For example, for Alcoholic Beverage Laws Enforcement the number (30) is provided.

Is this the number of applicants expected to utilize the contract for fingerprinting services?

If so, is this an annual volume figure or the total number employees/licenses for that agency?

This information is necessary to project contract volume.

**Answer 13:**

This document is simply an example of how the usage report should be filled out...the number next to the agency name is the agency's business unit designation. Total volume cannot be estimated before the close of the RFP, but all state agencies currently utilizing these services will be required to use this mandatory statewide contract.

**Question 14:**

C.3.4.1

There is no statement.

Was this requirement # intentionally left blank and should C.3.4.2 be renumbered to C.3.4.1, and so on?

**Answer 14:**

This was a typographical error and should be renumbered accordingly.

**Question 15:**

B.12.6. Usage Reports shall be submitted in the Excel form listed as Attachment "A"

Please confirm Attachment "A" requires no action in this proposal and is provided as reference material only.

**Answer 15:**

Attachment A is for example only and is not required to be submitted.

**Question 16:**

C.3.2.8. State Office: At the request of the Agency, Supplier shall provide Livescan and Cardscan sites at the contracted agency's location(s).

Please clarify if the contracted agency's locations will be open to the public and anticipated to be part of the state network.

**Answer 15:**

The agency will be open to the public unless otherwise noted.

**Question 16:**

C.3.2.8. State Office: At the request of the Agency, Supplier shall provide Livescan and Cardscan sites at the contracted agency's location(s).

Please clarify if the contracted agency locations are expected to be permanent, temporary or mobile (portable).

**Answer 16:**

It is anticipated that such locations will be permanent.

b. All other terms and conditions remain unchanged.

\_\_\_\_\_  
Supplier Company Name (**PRINT**)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Name (**PRINT**) Title

\_\_\_\_\_  
Authorized Representative Signature

# **State of Oklahoma**

## **Office of Management and Enterprise Services**

### **Central Purchasing Division**

Request for Proposal

Solicitation #: SW034

Response Due Date: February 10, 2015 — 3:00 pm CST

Provision of Electronic Fingerprint Services for Background Checks  
Section 2 — Technical Proposal

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This proposal package contains trade secret information unique to 3M Cogent, Inc., and is made available to the State of Oklahoma solely for the purpose of evaluating this proposal. These materials are not to be disclosed to any person or entity not directly involved in the evaluation of this proposal response, or an award of a contract related thereto, and shall not be disclosed, duplicated or used, in whole or in part, for any purpose other than to evaluate this proposal response or award a contract, without the prior written consent of 3M Cogent, Inc. The information which is subject to this disclosure restriction is contained on sheets bearing the designation of “3M Cogent trade-secret information” or a similar designation.

## Table of Contents

<b>1</b>	<b>Executive Summary</b>	<b>1</b>
1.1	State of Oklahoma Applicant Processing System (APS) Solution .....	1
1.2	3M Background .....	2
<b>2</b>	<b>C.1. Introduction</b>	<b>1</b>
<b>3</b>	<b>C.2. Mandatory Requirements</b>	<b>1</b>
3.1	C.2.1.....	1
3.2	C.2.2.....	2
3.3	C.2.3.....	4
<b>4</b>	<b>C.3. General Specifications</b>	<b>5</b>
4.1	C.3.1. Services .....	5
4.1.1	C.3.1.1.....	5
4.1.2	C.3.1.2.....	6
4.1.3	C.3.1.3.....	6
4.1.4	C.3.1.4.....	7
4.1.5	C.3.1.5.....	7
4.1.6	C.3.1.6.....	8
4.1.7	C.3.1.7.....	8
4.1.8	C.3.1.8.....	9
4.1.9	C.3.1.9.....	10
4.1.10	C.3.1.10.....	11
4.1.11	C.3.1.11.....	11
4.1.12	C.3.1.12.....	12
4.1.13	C.3.1.13.....	13
4.1.14	C.3.1.14.....	13
	4.1.14.1 C.3.1.14.1.....	14
	4.1.14.2 C.3.1.14.2.....	14

- 4.1.14.3 C.3.1.14.3 ..... 14
- 4.1.14.4 C.3.1.14.4 ..... 14
- 4.1.14.5 C.3.1.14.5 ..... 14
- 4.1.14.6 C.3.1.14.6 ..... 14
- 4.2 C.3.2. Sites ..... 15
  - 4.2.1 C.3.2.1 ..... 15
    - 4.2.1.1 C.3.2.1.1 ..... 15
    - 4.2.1.2 C.3.2.1.2 ..... 15
  - 4.2.2 C.3.2.2 ..... 15
    - 4.2.2.1 C.3.2.2.1 ..... 15
    - 4.2.2.2 C.3.2.2.2 ..... 15
  - 4.2.3 C.3.2.3 ..... 19
  - 4.2.4 C.3.2.4 ..... 20
  - 4.2.5 C.3.2.5 ..... 20
  - 4.2.6 C.3.2.6 ..... 21
  - 4.2.7 C.3.2.7 ..... 21
  - 4.2.8 C.3.2.8 ..... 21
  - 4.2.9 C.3.2.9 ..... 21
- 4.3 C.3.3. Equipment/Software ..... 21
  - 4.3.1 C.3.3.1 ..... 21
  - 4.3.2 C.3.3.2 ..... 22
  - 4.3.3 C.3.3.3 ..... 22
  - 4.3.4 C.3.3.4 ..... 22
  - 4.3.5 C.3.3.5 ..... 24
- 4.4 C.3.4. Contractor Staff ..... 24
  - 4.4.1 C.3.4.1 ..... 24
  - 4.4.2 C.3.4.2 ..... 25
  - 4.4.3 C.3.4.3 ..... 26
  - 4.4.4 C.3.4.4 ..... 26
  - 4.4.5 C.3.4.5 ..... 27
  - 4.4.6 C.3.4.6 ..... 27
- 4.5 C.3.5. Technical Support/Customer Service ..... 27
  - 4.5.1 C.3.5.1 ..... 27
  - 4.5.2 C.3.5.2 ..... 28
  - 4.5.3 C.3.5.3 ..... 29



4.5.4	C.3.5.4.....	29
4.5.5	C.3.5.5.....	30
4.5.6	C.3.5.6.....	30
4.5.7	C.3.5.7.....	30
4.6	C.3.6. Security and Confidentiality .....	32
4.6.1	C.3.6.1.....	33
4.6.2	C.3.6.2.....	34
4.6.3	C.3.6.3.....	34
4.6.4	C.3.6.4.....	34
4.6.5	C.3.6.5.....	34
4.6.6	C.3.6.6.....	34
4.7	C.3.7. Deliverables .....	34
4.7.1	C.3.7.1. Place of Performance .....	35
4.7.2	C.3.7.2. Period of Performance.....	35
<b>5</b>	<b>C.4. Value Added Services</b>	<b>35</b>
5.1	C.4.1.....	35
<b>6</b>	<b>Summary</b>	<b>36</b>
<b>7</b>	<b>G. Price and Cost</b>	<b>36</b>
<b>8</b>	<b>Glossary</b>	<b>37</b>

### List of Figures

Figure 1.	3M Cogent Headquarters .....	2
Figure 2.	3M Cogent Quick Facts.....	3
Figure 3.	3M Cogent’s Government Agency Programs .....	2
Figure 4.	Demonstrated Statewide Rejection Rates (including Both Livescan and Cardscan rejections) .....	5
Figure 5.	Sample Verify Applicant Information / Identity Screen .....	5
Figure 6.	Sample Selecting A Payment Type Screen .....	9
Figure 7.	Payment Methods .....	10
Figure 8.	Sample Screen Showing Applicant and State Shared Payment Option.....	11
Figure 9.	30-Mile Radius .....	17
Figure 10.	50-Mile Radius .....	18
Figure 11.	3M Cogent Proposed Electronic Fingerprint Service Sites .....	20



Figure 12. Proposed Retail Business Locations Serving as 3M Cogent Fingerprint Sites.....20

Figure 13. FBI Certification Letter for 3M Cogent LiveScan Equipment.....23

Figure 14. 3M Cogent Card Scanner Provides CardScan Services at Designated Sites .....24

Figure 15. Applicant Information / Identity Verification Screen.....24

Figure 16. Sample Registration Screen Showing Prompts For Required Demographic and Payment Information .....29

Figure 17. Sample Monthly Summary Report.....31

Figure 18. Sample Annual Summary Report .....31

Figure 19. Sample Agency Monthly Statement.....32

Figure 20. Sample Transaction Summary Report.....32

Figure 21. Examples of Operator Prompts During The Capture Process.....35

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## 1 Executive Summary

3M Cogent, Inc. (3M Cogent) is a leading provider of applicant processing and biometric solutions serving governments worldwide, including law enforcement and civil agencies, as well as the private sector. Throughout our history of exclusive business focus on biometrics, we have achieved numerous industry firsts and continuously strive to remain at the forefront of technological innovation. 3M Cogent combines its industry-leading software algorithms with optimized hardware to deliver the fastest, most accurate, most sophisticated and reliable solutions in the world. Additional merits include:

- **Longest Track Record in the Industry.** 3M Cogent was the first vendor in the nation to develop an electronic applicant processing solution for a State. That system, called the Ohio WebCheck, was delivered in 2003. Since implementing WebCheck, 3M Cogent has expanded our applicant processing business line to include FBI channeling services and won contracts for applicant processing programs in Georgia, Pennsylvania, Michigan, Alabama, Arkansas, California, Ohio, Missouri and Florida. 3M Cogent currently processes nearly 1.5 million applicant transactions each year.
- **Scalability.** The 3M Cogent solution is designed such that the existing system can be expanded and scaled to meet new customer needs including increased transaction volumes, additional reporting requirements, and advancements in biometric capabilities via configuration parameters.
- **Security.** As an approved FBI Channeler, 3M Cogent is currently 100% compliant with all FBI security requirements. 3M Cogent is also compliant with all Oklahoma State Bureau of Investigation (OSBI) security requirements.

Under ongoing contracts with multiple State government agencies, 3M Cogent provides electronic fingerprinting services for applicants, who are required by state and federal law, to undergo criminal history background checks for purposes of licensure or employment. 3M Cogent provides and manages the information technology infrastructure required to securely transmit fingerprint records to agencies responsible for performing the criminal history background check, receive and process payments, monitor the quality of fingerprint records submitted for processing, receive and disseminate results, and monitor the quality of services provided to applicants.

### 1.1 State of Oklahoma Applicant Processing System (APS) Solution

3M Cogent is proposing our Applicant Processing System (APS) Version 2.0 (Digital Fingerprint Collection Service) for the State of Oklahoma (Oklahoma) which is fully compliant with all of the requirements outlined in the Oklahoma Office of Management and Enterprise Services Central Purchasing Division Solicitation #: SW-034. We are confident that this system will not only meet or exceed Oklahoma's performance requirements, but also will provide additional capabilities to enhance Oklahoma's applicant processing needs. Your APS is scalable and is able to service any increase in the number of applicants, or any new agencies, users and/or transactions required by the State of Oklahoma. It is also flexible, convenient, and can easily provide fingerprinting services on an as needed basis for future requirements of other state and local agencies and private entities throughout the State of Oklahoma.

The proposed, fully compliant APS solution will provide convenience for both the government employees and prospective applicants, creating a seamless process that enables quick background checks, superior service and reliable performance. This risk-free commercial off-the-shelf (COTS) solution requires minimal engineering hours to create the custom Oklahoma

Central Purchasing Division RFP: Solicitation #: SW034

screens and reports that are generated by the APS system. Should 3M Cogent be awarded the contract, the implementation of the system will be transparent to applicants, fingerprint sites and stakeholder agencies.

The Oklahoma Applicant Processing System (APS) will:

- Improve fingerprinting services by providing thirty (30) digital fingerprint collection service sites. (See list of 3M Cogent proposed electronic fingerprint service sites in Figure 11 and proposed retail business locations serving as 3M Cogent fingerprint sites map in Figure 12.)
- Collect all required applicant registration, payment and release documentation data.
- Receive electronic responses from the OBSI and forward them to Oklahoma.
- Reconcile fees with Oklahoma and the FBI.
- Collect, maintain and transmit all applicant transactions in accordance with all Oklahoma/OBSI/FBI standards.
- Provide customer and/or technical support to applicants, Oklahoma and user agencies.

## 1.2 3M Background

Our company, 3M Cogent, is the end result of a merger that brought together the best of 3M and the best of Cogent Systems. The 3M part of our name tells you that we are a Fortune 500® company with a global presence, a 100-year track record developing and producing innovative products for multiple markets, and a pioneer in the use of Lean Six Sigma to promote continuous quality improvement in our own organization and to help our customers solve their business problems. The Cogent part of our name tells you that we are the resourceful, agile supplier of COTS technology for biometric identification. Our focus remains on delivering the fastest, most accurate biometric identification solutions to both civil and law enforcement customers around the world.



**Figure 1. 3M Cogent Headquarters**

Just as the sophistication of Oklahoma's operations and its depth of understanding of current and future biometric identification needs have evolved, 3M Cogent has also evolved in ways that make us the ideal company to provide the biometric identification solution that Oklahoma is seeking today. We have become one of the leading biometric system integration companies in the world. Our expertise and our product offerings have expanded to include best-of-breed technology not only for APS biometric identification, but also for interface management, repository management, reporting, and system management/monitoring/support. With this in mind, we want you to know that as our contract portfolio expanded to include prime contracts for integrated biometric solutions being used by agencies at every level of government on five continents, 3M Cogent has invested as heavily in the recruitment and retention of employees who have strengthened our ability to apply industry best practices to the design, implementation, and support of advanced information technology systems that are used for biometric identification. While you will still find more than 180 scientists and engineers at our headquarters in Pasadena, California, whose primary focus is on biometric product development; today, you will also find credentialed project management professionals, credentialed information security professionals, database designers, web designers network engineers, and a steadily growing number of Lean Six Sigma Green Belts and Black Belts who

Central Purchasing Division RFP: Solicitation #: SW034

apply their expertise in process design and process efficiency to the continuous improvement of the integrated IT solutions that we deliver.

3M Cogent was originally incorporated as Cogent Systems, Inc. in 1990, in the State of California. In 2004, 3M Cogent became a public company (NASDAQ: COGT) and was reincorporated as Cogent, Inc. in the State of Delaware. On December 1, 2010, 3M acquired 100% of the issued shares of Cogent, Inc., which became a 3M wholly-owned subsidiary. 3M, one of the most innovative companies in the world, is working to expand 3M Cogent’s biometric identification products and services even further, while still retaining 3M Cogent’s own ingenuity. 3M Cogent is part of the Identity Management business unit within 3M’s Traffic Safety and Security Division (TSSD) of 3M’s Safety & Graphics group.

Safety & Graphics is one of five main business segments within 3M that work together to increase speed-to-market and realize efficiencies by sharing technological, manufacturing, marketing, and other resources. Together, they contain more than 30 business units and 55,000 products. As a global leader with multi-industry experience and sales in more than 200 nations worldwide, 3M serves as a trusted partner that helps customers around the world respond quickly to evolving security standards.

3M Cogent has a long history of steady growth, with a market capitalization in excess of \$1 billion at the time of acquisition by 3M. This growth reflects our steadfast commitment to customer service and the continuous improvement of our products.

3M Cogent is a corporation still headquartered in the State of California (Figure 1) with 376 employees as of December, 2014.

Figure 2 provides a few quick facts about 3M Cogent, Inc. and our parent company, 3M.

3M Cogent – Quick Facts	
3M Cogent, Inc.	3M (parent company)
Established 1990	Established 1902
Wholly-Owned Subsidiary of 3M	Public Company
\$130 Million Annual Revenue (as of 2009 prior to acquisition)	\$29.9 Billion Annual Revenue
\$15 Million Annual R&D (as of 2009 prior to acquisition)	\$1.6 Billion Annual R&D
Approx. 600 Employees	Approx. 90,000 Employees
<ul style="list-style-type: none"> <li>• 6 Offices in USA</li> <li>• Offices in 7 Countries</li> </ul>	<ul style="list-style-type: none"> <li>• 76 Offices in USA</li> <li>• Offices in 65+ Countries</li> </ul>

**Figure 2. 3M Cogent Quick Facts**

## 2 C.1. Introduction

*The State of Oklahoma desires to obtain a mandatory statewide contract for provision of electronic fingerprint services to support background checks on applicants applying for certification, employment, or as otherwise deemed necessary by the State of Oklahoma and its respective Agencies, as required by law. This system is intended to speed the applicant clearing process by incorporating electronic data interface to the Oklahoma State Bureau of Investigation (OSBI) for purposes of electronic submission of fingerprints. The successful Supplier should be prepared to contract with individual State Agencies to provide a system and interface that suits each agency's needs.*

*Any services should be provided as a commercial off-the-shelf solution (COTS) with minimal tailoring to each Agency's needs. Proposals that exclude the necessity of developmental items will be preferred. COTS will be determined based on previous Supplier implementations.*

*This contract must provide State Agencies with the option of subsidizing none of the costs of the program, partial costs of the program or the full cost of the program, depending on each agency's needs. Ownership of the fingerprints and enrollment date belong to the registered holder of the Originating Record Indicator (ORI) and may not be distributed or otherwise used outside of the terms on this RFP without written approval from the State.*

*Applicable Documents:*

*Identity Verification Program Guide from the National Crime Prevention and Privacy Compact Council: [http://www2.fbi.gov/hq/cjisd/web%20page/pdf\\_meet/identity\\_verif\\_guide.pdf](http://www2.fbi.gov/hq/cjisd/web%20page/pdf_meet/identity_verif_guide.pdf)*

*Recording Legible Fingerprints guidelines from the FBI:  
<http://www.fbi.gov/hq/cjisd/takingfps.html>*

**3M Cogent's Response:** 3M Cogent's APS team has performed an in-depth analysis of the RFP and designed a fully compliant solution that meets, or exceeds, Oklahoma's requirements. Our solution will provide Oklahoma with a reliable, convenient and easy to use system that will mainstream the applicant vetting process and reduce costs.

## 3 C.2. Mandatory Requirements

*Responsive suppliers shall demonstrate the ability to meet the following mandatory requirements:*

**3M Cogent's Response:** 3M Cogent will demonstrate its ability to meet the mandatory requirements outlined in the State of Oklahoma's RFP via both our responses and examples of prior experience with existing customers. The following sections provide the information required to understand the 3M Cogent APS solution and how its capabilities will enhance the users' experience.

### 3.1 C.2.1.

*Supplier shall have established submission approval from and have submitted more than 5,000 useable and clean fingerprint transactions to the OSBI or have submitted 100,000 useable and clean fingerprint transactions to other Government agencies.*

**3M Cogent's Response:** 3M Cogent's applicant processing experience and its summary of useable and clean fingerprint transactions to other Government agencies is outlined in Figure 3. The state programs and table descriptions are included in sections C.2.1. and C.2.2.

PROGRAM INFORMATION				PROGRAM FEATURES									
State/Program	Public Sites	Private Sites	Historical Annual Transaction Volume	Online Registration	Fee Collection & Billing	Call Center	Maintenance & Support	Walk In Services	High Availability	Reporting	CardScan	Results Management	Exclusive State Contract
Alabama	37		15,000	X	X	X	X	X	X	X	X	X	
Arkansas	25		10,000	X	X		X	X	X	X	X		
California		300	15,000				X		X	X			
Florida	75	255	210,000	X	X	X	X	X	X	X	X		
Georgia	80	20	160,000	X	X	X	X	X	X	X	X	X	X
Michigan	80	20	120,000	X	X	X	X	X	X	X	X		X
Missouri	50		100,000	X	X	X	X	X	X	X	X		X
Ohio	20	3,500	800,000	X	X	X	X	X	X	X			
Pennsylvania	95	25	400,000	X	X	X	X	X	X	X	X	X	X
Tennessee	55		175,000	X	X	X	X	X	X	X	X		X
New Mexico	41	10	100,000	X	X	X	X	X	X	X	X	X	X

**Figure 3. 3M Cogent’s Government Agency Programs**

**Public Sites:** 3M Cogent supplies, operates, and maintains the system used to provide applicant enrollment or biometric identification services to the customer. 3M Cogent is fully responsible for all aspects of the management and operation of the sites.

**Private Sites:** Sites are owned and managed by the customer and use equipment purchased or leased from 3M Cogent. 3M Cogent trains system operators and provides field maintenance and technical support.

**3.2 C.2.2.**

*Supplier shall have a minimum of 5 years experience in providing government fingerprint services for networks of a similar size and scope.*

**3M Cogent’s Response:** 3M Cogent processes nearly 1.5 million applicant transactions in the United States each year. 3M Cogent has been serving statewide applicant processing customers since 2006, and each applicant processing program is customized to meet the customer’s requirements, while providing such features as:

**Online Registration:** 3M Cogent provides online registration through our secure website [www.cogentid.com](http://www.cogentid.com).

**Fee Collection & Billing:** 3M Cogent is available to collect all fees associated with an applicant background check. We offer a variety of payment methods, including billing accounts that allow agencies to receive an invoice for all applicants at the end of each month. In addition, all fees collected on behalf of the state are reconciled on a monthly basis.

**Call Center:** The 3M Cogent Call Center is available to assist applicants with the registration, scheduling and fingerprinting process. The Call Center collects demographic data, collects payment information, provides applicants with tracking information for their background checks, directs applicants to the nearest fingerprinting location and responds to applicants’ general questions regarding the fingerprinting and background check process.

**Maintenance and Support:** 3M Cogent provides maintenance and support services through the: Help Desk, Quality Assurance Team, Training Team and Call Center (Customer Support) Team. 3M Cogent’s Support Team is available to assist fingerprinting sites, applicants and user

Central Purchasing Division RFP: Solicitation #: SW034

agencies including: technical support, issuing 24 hour “hot swaps” in the event of equipment failure, and providing supplemental training to system users.

**High Availability:** Damaged business systems can be restored by using redundant infrastructure and equipment at a different location (Disaster Recovery Site). 3M Cogent accomplishes this through duplicate data centers with all the equipment and connectivity required to failover and run live immediately after a disaster has occurred.

**Walk-In Fingerprinting Services:** Walk-in fingerprinting services allow applicants to complete the fingerprinting process without scheduling an appointment. 3M Cogent has determined, from our experience in other statewide applicant solutions, that scheduling systems provide an added level of complication to applicants during their fingerprinting efforts. Complications range from applicants arriving to fingerprint sites too late, too early, or not at all. These last minute appointment cancellations have ramifications for all applicants scheduled at that fingerprinting site for that day. Experience has shown that registered applicants can be processed quickly and professionally with little to no waiting.

**Reporting:** 3M Cogent’s auditing and reporting system tracks all applicant transactions processed by 3M Cogent’s Applicant Processing Systems. Authorized Users are granted access to various customized reports.

**CardScan:** The software packages data into standard, NIST-format files, sends them to NIST-compatible systems, and optionally receives/processes NIST responses from other systems.

**Results Management:** 3M Cogent also provides results management that allows agencies to utilize 3M Cogent’s web services to view Criminal History Record Information (CHRI). In other cases, 3M Cogent passes CHRI to the Authorized Recipient’s backend system.

Brief descriptions of a few of our Applicant Processing Programs are provided below:

**Pennsylvania**

In 2007, 3M Cogent won the exclusive contract to provide applicant fingerprinting services in the Commonwealth of Pennsylvania. 3M Cogent currently provides an Applicant Processing System that supports both fingerprint-based FBI Channeling and transmission of applicant records to PSP for internal use. 3M Cogent



provides a secure website that allows agencies to access CHRI received from the FBI to make employment fitness determinations. Applicants may also request paper copies of CHRI from 3M Cogent. The Program is currently used by over 5,000 user agencies, and the major departments that are supported include: Department of Public Welfare, Department of Education, Department of Banking, Department of Transportation and the Department of Aging.

**Georgia**

3M Cogent won the exclusive contract to provide applicant fingerprinting services for the Georgia Bureau of Investigation (GBI) in 2007. In October 2008, GBI won the Governor’s Award for Customer Service for Process Improvement for implementing Georgia’s Applicant Processing Solution (GAPS) in Georgia. Today, approximately 4,000 agencies use the system which provides: online registration, fee collection & billing, Call Center support, maintenance & support, walk in services, high availability, customized reporting and CardScan services.



## Alabama

In 2008, 3M Cogent began providing Applicant Processing Services to support the Alabama State Department of Education (ALSDE). The system offers: online registration, fee collection & billing, Call Center, maintenance and support, high availability, reporting and CardScan services. In 2014, 3M Cogent was awarded Alabama Department of Insurance and Alabama Department of Human Resources agencies' contracts.



## Missouri

In April 2012, the Missouri State Highway Patrol (MSHP) selected 3M Cogent to replace MorphoTrust (previously L1 Identity Solutions) as the provider of statewide Applicant Processing Services in the State of Missouri. To improve the fingerprint site coverage and hours of operation, 3M implemented a network of 50 fixed fingerprinting locations. The system interfaces with the MSHP's Missouri Automated Criminal History Site (MACHS).



## Florida

In 2004, 3M Cogent began providing statewide applicant fingerprinting services throughout the State of Florida. Approximately 4,000 agencies use the system. Major Programs supported by 3M Cogent's Florida Applicant Processing Services include: Agency for Health Care Administration (AHCA), Department of Children and Family Services, Department of Education, Medicaid, Department of Highway Safety and Motor Vehicles.



## Arkansas

3M Cogent's Applicant Processing System supports the Department of Human Services (DHS) in the State of Arkansas. 3M Cogent's services include online registration, fee collection and billing, maintenance & support, walk in services, high availability, reporting and CardScan services.



### 3.3 C.2.3.

*Supplier shall demonstrate the ability to maintain an error rate for electronically transmitted fingerprints not exceeding five (5%) percent.*

**3M Cogent's Response:** Due in large part to 3M Cogent's Fingerprint Site Training Program and enhanced fingerprint capture software, 3M Cogent fingerprinting sites have historically maintained low rejection rates. The rejection rates shown in Figure 4 below are from statewide electronic fingerprint solutions that use the same equipment and business methodology that 3M Cogent is proposing for Oklahoma.

State	Total Responses	Total Rejections	Rejection Rate	Date Range
Alabama	16,611	238	1.43%	01/01/2014 to 12/31/2014
Georgia	167,835	3737	2.2%	01/01/2014 to 12/31/2014
Florida (AHCA)	78,925	350	0.44%	01/01/2014 to 12/31/2014
Pennsylvania	431,141	6417	1.49%	01/01/2014 to 12/31/2014

**Figure 4. Demonstrated Statewide Rejection Rates (including Both Livescan and Cardscan rejections)**

**4 C.3. General Specifications**

*The following represents, at a minimum, the State’s requirements of a Supplier with regard to the establishment, implementation and operation of electronic fingerprinting services. Unless otherwise noted, the Supplier shall:*

Oklahoma’s APS solution will fulfill the State’s electronic fingerprinting services requirements and provide first-class services to its citizen’s applicants.

**4.1 C.3.1. Services**

**4.1.1 C.3.1.1.**

*Verify identity of Applicant with two forms of identification. One form of identification must be a federal/state recognized official photo ID.*

**3M Cogent’s Response:** 3M Cogent requires current, valid and unexpired picture identification documents as a primary form of picture identification. A State-issued driver’s license or State identification card may be presented by an applicant when being fingerprinted. 3M Cogent trains fingerprint site operators on proper identity verification methods. When the applicant arrives at the site, the fingerprint site operator retrieves the applicant’s demographic data from the 3M Cogent system. Prior to fingerprinting, 3M Cogent fingerprint site operators must verify the demographic data (Figure 5) with the applicant’s photo ID.

The screenshot shows a web-based form titled "Registration Information" with a sub-header "Information Confirm". The form contains the following fields and values:

- Registration ID: MI1053820388134
- TCN: LX1000003
- Last Name: TEST
- First Name: TEST
- Middle Initial: (empty)
- Suffix Initial: (empty)
- Place of Birth: MI
- Date of Birth: 11221970
- Gender: F
- SSN: XXXXX3333
- Race: A
- Citizenship: (empty)
- Eye Color: BRO
- Hair Color: BLK
- Height: 507
- Weight: 111
- DLN: (empty)
- DLS: (empty)
- Street: 321 MAPLE ST
- Street2: (empty)
- City: GRAND RAPIDS
- State: MI
- Zip: 49503
- Email: (empty)
- Phone: (empty)
- Conviction: (empty)
- Reason: BACKGROUND CHECK

At the bottom of the form are two buttons: "Capture Fingerprint" and "Return".

**Figure 5. Sample Verify Applicant Information / Identity Screen**

Applicants may be asked to provide one or more Secondary Documents, in the absence of a valid driver’s license or state ID card, or when there is reason to question the authenticity of the applicant’s Primary Document.

As required by the National Crime Prevention and Privacy Compact Council’s Identity Verification Program Guide, the following types of documents are acceptable for review when ID verification requires secondary documents:

Central Purchasing Division RFP: Solicitation #: SW034

- State Government Issued Certificate of Birth
- US Active Duty/Retiree/Reservist Military ID Card (00 10-2)
- US Passport
- Social Security Card
- Certificate of Citizenship (N560)
- Certificate of Naturalization (N550)
- INS I-551 Resident Alien Card issued since 1997
- INS I-688 Temporary Resident Identification Card
- INS I-688B, I-766 Employment Authorization Card

Secondary Documentation may be supported by at least two of the following documents:

- Utility Bill (Address)
- Voter Registration Card
- Vehicle Registration Card/Title
- Paycheck Stub with name/address
- Cancelled check or Bank Statement

#### 4.1.2 C.3.1.2.

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*Provide the Agency with a copy of signed original consent form from Applicant.*

**3M Cogent's Response:** 3M Cogent can provide the Agency with a copy of the signed, original consent form from the Applicant. 3M Cogent proposes that the signed consent form be collected electronically, by way of a review and electronic signing by the applicant at the fingerprint site. This consent form can be made available to the Agency as required and would eliminate the need to collect and transfer paper copies. Each electronic consent form would be linked to the original, unique ID associated with the applicants fingerprint submission. 3M Cogent would store consent for a configurable period of time or make them available to the Agency via electronic file transfer.

#### 4.1.3 C.3.1.3.

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*Ensure timely submission of fingerprint capture in real or near real time. Store and forward service is allowed if Supplier utilizes a central system for transmitting to OSBI.*

**3M Cogent's Response:** 3M Cogent proposes an electronic fingerprint solution that is a thin client application, which takes advantage of store-and-forward messaging. Nearly four years ago, 3M Cogent began moving its existing electronic fingerprint solution to thin client. The thin client technology depends on other computers (the 3M Cogent servers) to fulfill the traditional computational roles of the Livescan PC. Thin client technology stands in contrast to the traditional thick client solution, where a computer at the fingerprint site is designed to take on the computing roles by itself. In the 3M Cogent thin client role, the server provides the actual information processing in our California technology center and not on the Livescan located in the State of Oklahoma. By using the thin client approach, all electronically captured fingerprints images are transmitted in real time from the 3M Cogent server to OSBI. Applicant data is never stored on the PC at the fingerprint site.

Central Purchasing Division RFP: Solicitation #: SW034

Applicants that require electronic fingerprinting may complete their requirement at any 3M Cogent fingerprint location in the State. Since all proposed Livescans communicate via the internet using a secure connection, all fingerprint transactions are submitted immediately (in real-time) upon collection to OSBI. This immediate submission of fingerprint transactions insures that OSBI requirement that fingerprints be transmitted in real or near real time is easily met. 3M Cogent does not hold a transaction unless instructed to by OSBI. 3M Cogent fingerprint transactions are never batched.

#### 4.1.4 C.3.1.4.

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*Secured transmittal machines must verify the quality of the prints within a 30 minute time frame and have the capability to resubmit rejected, incomplete, or inaccurate prints. Applicant shall be informed of 30 minute processing time.*

**3M Cogent's Response:** The 3M Cogent Livescans feature quality checking, real-time operator feedback, and prompted capture sequencing. The 3M Cogent software insures that fingerprint collection is completed fast, efficiently and accurately. The image quality controls built into our software have consistently produced high-quality, and; therefore, highly classifiable, fingerprint images. 3M Cogent has the option of establishing rules that prevent a Livescan operator from submitting a fingerprint that the Livescan system has been classified as poor quality. As such, the Livescan operator and machine are able to verify that the fingerprints are of sufficient quality and format to be successfully submitted. However, ultimate responsibility of acceptance rests with either the OSBI, the FBI or both. Fingerprint images that pass the local Livescan quality check may be rejected by either the OSBI, the FBI or both. If OSBI, the FBI or both are able to return to 3M Cogent their acceptance, and or validation, that the submitted fingerprints are of the acceptable quality, then 3M Cogent can respond in the affirmative to this requirement.

If the intent of the requirement is to simply inform that applicant that a acceptance/rejection determination on the submitted fingerprints will occur within 30 minutes, 3M Cogent understands and will comply. If the intent of the requirement is that 3M Cogent Livescan is to receive an OSBI generated acceptance/rejection (via electronic or message) flag, then the Applicant can be informed of the 30-minute processing time. However, it is not 3M Cogent's intent to hold the applicant for 30 minutes at the fingerprint site awaiting a response from OSBI. The wait will be at the applicant's discretion.

#### 4.1.5 C.3.1.5.

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*Portable machines must electronically capture Applicant data and fingerprints utilizing AFAPS technology and transmit records to the OSBI within 24 hours of capture.*

**3M Cogent's Response:** 3M Cogent has proposed establishing fingerprint sites all across Oklahoma that provide applicants easy access and convenient hours. 3M Cogent is NOT proposing the use of any "mobile" fingerprint sites. Mobile fingerprinting leaves many applicants having to wait until the next scheduled "mobile" site arrives in their area, which is not very convenient for the "waiting" applicant. However, we will provide two "portable" Livescans that can be moved to locations as required.

All 3M Cogent Livescan machines will electronically capture Applicant data and fingerprints using AFAPS technology and will transmit records to OSBI in real time. 3M Cogent proposes fingerprint sites that are well-known retail business centers in and around the large and small metropolitan areas of the State. All proposed locations will be provided movable (portable) equipment, but the fingerprint sites will be established as fixed and will not operate as mobile Livescans. This allows 3M Cogent fingerprint centers to operate 5 days a week, and many sites will be open 6 days a week and may also include evening fingerprint hours. In rural areas where

Central Purchasing Division RFP: Solicitation #: SW034

retail business partnership opportunities are few or non-existent, 3M Cogent will work with state agencies (state agency, law enforcement, etc.) to provide portable, not mobile, fingerprint service centers.

#### 4.1.6 C.3.1.6.

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*Resubmit legible re-prints/information to OSBI using the same TCR number and at no charge to the Applicant or the Agency. Duplicate submissions will be full responsibility of the Supplier.*

**3M Cogent's Response:** In the event a fingerprint submission is rejected for print quality, or for any error on part of the fingerprint provider, reprinting of the applicant will occur using the proper Transaction Control Reference (TCR) and at no cost to the applicant. The resubmission process established by OSBI for rejected fingerprints is the same resubmission process used by 3M Cogent in our other statewide applicant networks. The 3M Cogent process for rejected fingerprints currently implemented by our applicant processing customers is as follows:

Fingerprint rejections imply that the FBI or State could not view, classify or process a fingerprint submission. In all cases, in the event that a classifiable fingerprint record cannot be obtained or is rejected due to some other implication from the FBI or State, 3M Cogent publishes an electronic notification that the applicant is in need of reprinting; and this will be completed at no cost to the applicant. Reprinting can be applied to each applicant one time utilizing applicant's TCR and Transaction Control Number (TCN). Neither the FBI nor 3M Cogent charges an additional fee if the new set of applicant fingerprints is sent using the same TCN.

Reprinting after a rejection occurs when the applicant takes their rejection notification, which contains their original Registration ID back to a fingerprint site. The applicant may walk-in at their convenience, no appointment is necessary. Given the number of proposed 3M Cogent fingerprint sites across the state and the option that applicants may complete their fingerprinting without having to make an appointment, 3M Cogent easily provides the most convenient solution for applicants requiring reprinting.

#### 4.1.7 C.3.1.7.

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*Provide for a process that allows ink cards to be submitted electronically to OSBI.*

**3M Cogent's Response:** Applicants that are physically unable to be electronically fingerprinted, and applicants that are out-of-state, will be able to utilize 3M Cogent's CardScan services.

Applicants will submit a fingerprint card complete with demographic data and payment to 3M Cogent's Dublin, Ohio office where 3M Cogent currently provides CardScan services for our existing statewide programs. The 3M Cogent CardScan system uses the FBI Certified Epson 10000XL scanner to electronically capture and process forensic-quality fingerprints and demographic data. The software converts hardcopy applicant fingerprint cards into standard, NIST-format files and forwards them to the 3M Cogent Backend Applicant Processing Solution and through to the OSBI/Agency defined workflow.

The process is exactly the same for both the 3M Cogent Livescan users as it is for the CardScan users. Applicants register online for their fingerprinting and make payment. At the end of the registration process, a 3M Cogent Registration ID is issued. Applicants using the CardScan solution need only write their Registration ID on the paper fingerprint card and submit the card to 3M Cogent...we will do the rest.

**4.1.8 C.3.1.8.**

*Provide the option to collect from the Applicant, all fees due and submit in accordance with OSBI & FBI requirements for criminal history record checks, ensuring the Agency is not responsible for fees and will not be a participant in the handling of any funds.*

**3M Cogent’s Response:** 3M Cogent will collect all applicant fees including: OSBI fees, FBI fees and the 3M Cogent fee. Fee amounts collected by 3M Cogent are determined by the applicant fingerprinting code and fee schedule provided by the State. 3M Cogent will work with OSBI to define the payment schedule and 3M Cogent will remit fees to OSBI according to the payment schedule. Payment options are outlined during applicant registration and the applicant/agency is given the opportunity to choose a payment method (see Figure 6). 3M Cogent confirms that it will be responsible to recover and collect on any invalid payment methods made by the agency account or the applicant.

**Figure 6. Sample Selecting A Payment Type Screen**

3M Cogent currently accepts the following forms of payment (Figure 7):

Payment Type	Description
<p><b>Credit / Debit Card</b></p>	<p>Applicants and/or agencies may use a credit/debit card at the time of registration. All information is collected in compliance with the Payment Card Industry Data Security Standard (PCI DSS).</p>
<p><b>Money Order / Cashier’s Check</b></p>	<p>If an applicant chooses money order/cashier’s check/cash as the Payment Type, the money order/cashier’s check/cash is collected by the fingerprint site, at the time of fingerprinting. The fingerprinting site is responsible for collecting and sending the payments to 3M Cogent.</p>

Payment Type	Description
<p><b>Agency Billing Account</b></p>	<p>Applicants that are required to complete fingerprinting may, with approval, have their fingerprint services billed to their employer or employer agency. Agencies may apply to 3M Cogent to establish a billing account. These billable accounts allow agencies to be invoiced for all of their transactions at the end of the month. A billing ID and billing password are issued so that the correct applicants are billed under the correct agency during registration.</p> 

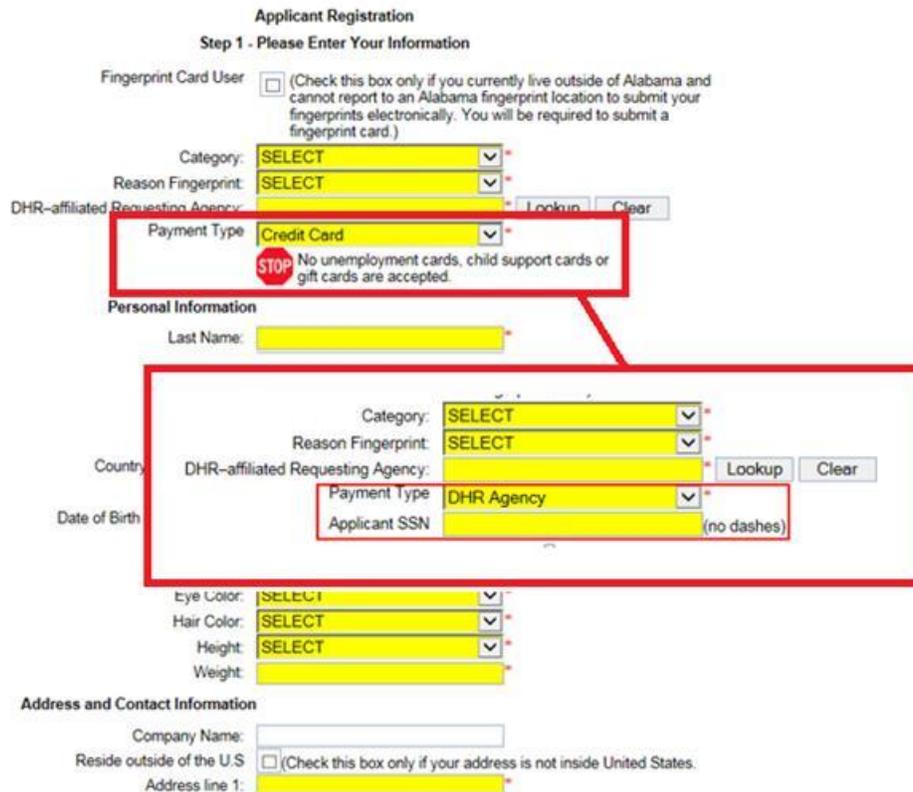
**Figure 7. Payment Methods**

**4.1.9 C.3.1.9.**

*Provide the option for payment to be shared by the Applicant and the State.*

**3M Cogent’s Response:** Currently, 3M Cogent allows one of its statewide applicant processing client (DHR) to arrange for payment of fees associated with fingerprinting of an applicant provided the applicant meets one or more specific criteria. This process requires the DHR to confirm the applicants “fee paid approval” on the 3M Cogent web page with a unique and secure code. Once this is completed, the applicant may register normally and the fee of the associated background check will be paid for by DHR. This same process may be used to meet the requirement in Section C.3.1.9 specifying that there be an option for payment to be shared by the applicant and the state. 3M Cogent would provide said option assuming the shared payment option would be first approved by the user agency involved.

Example: The DHR Fee Paid Applicant is entered into the DHR Fee Paid Queue using a secure credential, in this case, an applicant’s SSN. When the Applicant registers normally, either by themselves or via their employer, the applicant provides his/her SSN. The SSN will be validated against the fee paid approval table in the database. Once the information is validated, the applicant need only provide payment for the un-secured portion of the transaction. The secured portion of the transaction will be billed to the State user agency (see Figure 8).



**Figure 8. Sample Screen Showing Applicant and State Shared Payment Option**

**4.1.10 C.3.1.10.**

*Provide the option for full payment to be made by the State.*

**3M Cogent's Response:** Applicants that are required to complete fingerprinting may, with approval, have their fingerprint services billed to their employer or employer agency. Agencies may apply to 3M Cogent to establish a billing account. These billable accounts allow agencies to be invoiced for all of their transactions at the end of the month. A billing ID and billing password are issued so that the correct applicants are billed under the correct agency during registration. Agency is provided an online portal so they may review and audit any transaction attributed to their Agency Pay account.

**4.1.11 C.3.1.11.**

*Maintain an error rate for electronically transmitted Livescan fingerprints that shall not exceed five (5%) percent.*

**3M Cogent's Response:** Due in large part to 3M Cogent's Fingerprint Site Training Program and enhanced fingerprint capture software, 3M Cogent fingerprinting sites have historically maintained low rejection rates. The rejection rates shown in Figure 4 are from statewide electronic fingerprint solutions that use the same equipment and business methodology 3M Cogent is proposing for Oklahoma.

The key to successful fingerprinting and low rejection rates starts with the proper training of our Applicant Livescan Operators (ALO). ALO training includes all the necessary user documentation, materials and supplies an ALO may require in the course of their fingerprint activities. ALO training is hands-on and in-depth, focusing on the practical aspects of fingerprint

Central Purchasing Division RFP: Solicitation #: SW034

collection. ALOs will also complete hands-on exercises with a Livescan workstation in order to become more comfortable with the technology. In addition, ALOs will work through standard workflows and scenarios commonly encountered during applicant fingerprinting. The hands-on training reinforces and allows the ALO's to experience fingerprinting in a real-world setting.

Through extensive initial training, ongoing supplemental training and by monitoring rejection rates, 3M Cogent is able to ensure that 3M Cogent fingerprint sites are capturing and sending quality fingerprint images. Coded onto the 3M Cogent Livescan software is the ability of establishing rules that prevent an ALO from submitting a fingerprint that the system classifies as poor quality. Each Livescan features quality checking, real-time operator feedback, and prompted capture sequencing to ensure accuracy.

3M Cogent utilizes our own, COTS software. 3M Cogent does not rely on third-parties for software compliance. 3M Cogent will work with OSBI to ensure that the Livescan software is customized to meet the requirements of a resulting Contract. 3M Cogent's COTS software features the following:

- FBI-certified processing software
- Capture 14 NIST fingerprint images
- FBI-certified WSQ compression module
- Other Certification: FBI Standard CJIS-RS-0010 (V7) IAFIS Image Quality Specifications for Scanners
- SMTP, FTP, XML and NIST interface module
- Quality check and sequence check module
- Segmentation of flats into single fingerprint images
- Fast, easy fingerprint image capture
- Intuitive and easy-to-use operation
- Automatic, real-time checking for quality and sequence
- Real-time preview while rolling fingerprint images
- Real-time Data validation

3M Cogent's fingerprint capture software must maintain no less than a 98% legibility rate for all fingerprint submissions. This means that 98 of 100 people that present themselves for fingerprinting must be able to be registered by the Livescan. Currently, 3M Cogent's legibility rate is 100%. The fingerprint capture software must maintain no more than a 3% rejection rate. Currently, 3M Cogent's rejection rate nationwide is less than 2%.

#### **4.1.12 C.3.1.12.**

*In the event of any equipment failure or an occurrence that prohibits the capture of an Applicant's fingerprints an alternate capture time must be provided to Applicant at no additional cost.*

**3M Cogent's Response:** 3M Cogent maintains fingerprint site hours and closures on our applicant processing website [www.cogentid.com](http://www.cogentid.com). Any site downtime is immediately posted on the website to notify applicants. If a 3M Cogent fingerprint site experiences downtime/equipment failure, the 3M Cogent Help Desk is available to assist. When a 3M Cogent fingerprint site contacts the Help Desk, the Help Desk Engineer who receives the report is responsible for

Central Purchasing Division RFP: Solicitation #: SW034

diagnosing the problem by phone or remote diagnostics, and arranging for any required maintenance activity. If the problem is with the workstation software, an experienced Help Desk engineer will fix the problem via remote software maintenance. If it is hardware related and repair is required, 3M Cogent will dispatch a replacement unit (not a part) as required by 3M Cogent's "hot swap" policy. The replacement unit will be sent via overnight delivery to ensure business continuity at the fingerprinting site.

#### 4.1.13 C.3.1.13.

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*Comply with all confidentiality and security requirements of the Agency and FBI, including background screening and training protocols of Supplier employees.*

**3M Cogent's Response:** 3M Cogent complies with all Personnel Security and Access Requirements set forth by the FBI CJIS Division. 3M Cogent employees are currently background checked at the time of initial hire. If a felony conviction (or any other kind of record) exists on an employee (or a potential employee's) record, 3M Cogent will take the appropriate action, as defined in the FBI CJIS Requirements. 3M Cogent maintains a list of personnel who have completed background check requirements.

In accordance with the CJIS Security Policy, a Security Awareness and Training Program has been implemented for all managers, administrators, engineers, operators and users to focus attention on security and produce relevant and needed security skills and competency. After 3M Cogent employees have successfully passed a background check, they receive Security Awareness Training. The Security Awareness and Training Program provides training for all 3M Cogent employees who are involved in the management, administration, operation, or the use of Personally Identifiable Information (PII).

3M Cogent conducts security training for all employees who handle and support applicants' PII:

- Initial employee hiring (as part of their orientation).
- When 3M Cogent receives new updates to security policies or security standards.
- Annual security training (at a minimum).

3M Cogent will ensure that our current training program is modified to meet the security, background screening and training protocols of the State of Oklahoma.

#### 4.1.14 C.3.1.14.

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*Notify the Agency regarding any changes in the operation of the AFAPS services being provided. This includes but is not limited to the following:*

**3M Cogent's Response:** 3M Cogent's Dublin, Ohio Operations Team is responsible for communicating updates to all users, applicants and/or user agencies regarding any circumstance that directly effects the 3M Cogent services. After the program is implemented, the Operations Manager will communicate program updates via the 3M Cogent web and, if required, directly to users agencies. User Agencies provide 3M Cogent with the point-of-contact, to whom the update information will be provided. Update information is provided by email, or when required, via phone, as the 3M Cogent learns of the information that needs to be passed to the Agency point-of-contact.

3M Cogent understands that the following list is representative of, but is not limited to, the list of items that require communication updates:

C.3.1.14.1. Addition of sites

C.3.1.14.2. Closing of sites

C.3.1.14.3. Changing of site hours

C.3.1.14.4. Changing of call center hours

C.3.1.14.5. Web-site technical errors, complaints, etc.

C.3.1.14.6. Billing complaints

**4.1.14.1 C.3.1.14.1.**

*Addition of sites*

**3M Cogent's Response:** 3M Cogent will notify the Agency of any changes in the addition of APS sites.

**4.1.14.2 C.3.1.14.2.**

*Closing of sites*

**3M Cogent's Response:** 3M Cogent will notify the Agency of any changes in the closing of APS sites.

**4.1.14.3 C.3.1.14.3.**

*Changing of site hours*

**3M Cogent's Response:** 3M Cogent will notify the Agency of any changes in the changing of APS site hours.

**4.1.14.4 C.3.1.14.4.**

*Changing of call center hours*

**3M Cogent's Response:** 3M Cogent will notify the Agency of any changes in the changing of APS call center hours.

**4.1.14.5 C.3.1.14.5.**

*Web-site technical errors, complaints, etc.*

**3M Cogent's Response:** 3M Cogent will notify the Agency of any changes in web-site technical errors, complaints, etc.

**4.1.14.6 C.3.1.14.6.**

*Billing complaints*

**3M Cogent's Response:** 3M Cogent will notify the Agency of any changes in billing complaints, etc.

## 4.2 C.3.2. Sites

*Provide geographically disbursed sites statewide, in state offices and out-of-state with fingerprinting service sites located based on the following definitions and formulas.*

3M Cogent will provide geographically disbursed sites statewide, in state offices and out-of-state services with fingerprinting service sites which shall be located using the definitions and formulas stated in the requirements outlined in Sections C.3.2.1. through C.3.2.9 of the RFP.

### 4.2.1 C.3.2.1.

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*Urban: Applicants residing in a 100-mile radius zone with an average population density above 50 people per square mile (based on most recent US census)*

**3M Cogent's Response:** 3M Cogent's compliant solution is described below in Section C.3.2.2.2.

#### 4.2.1.1 C.3.2.1.1.

*Urban Applicants shall not travel a one-way distance further than 30 miles from their home or place of business*

**3M Cogent's Response:** 3M Cogent's compliant solution is described below in Section C.3.2.2.2.

#### 4.2.1.2 C.3.2.1.2.

*Urban Applicants shall not wait more than 2 days to obtain a fingerprint appointment.*

**3M Cogent's Response:** 3M Cogent's compliant solution is described below in Section C.3.2.2.2.

### 4.2.2 C.3.2.2.

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*Rural: Applicants residing in a 100-mile radius zone with an average population density below 50 people per square mile (based on most recent US census)*

**3M Cogent's Response:** 3M Cogent's compliant solution is described below in Section C.3.2.2.2.

#### 4.2.2.1 C.3.2.2.1.

*Rural Applicants shall not travel a one-way distance further than 50 miles from their home or place of business.*

**3M Cogent's Response:** 3M Cogent's compliant solution is described below in Section C.3.2.2.2.

#### 4.2.2.2 C.3.2.2.2.

*Supplier shall provide immediate access to appointment scheduling. When scheduling an appointment, an appointment shall be available for Rural Applicants within two (2) days from the date of scheduling the appointment*

**3M Cogent's Response:** Please see the 3M Cogent's solution below for a description on how 3M Cogent intends to meet this requirement.

3M Cogent does not provide appointment scheduling. All applicants are fingerprinted when they feel it is convenient. They do not have to make an appointment. They do not have to wait in line.

Central Purchasing Division RFP: Solicitation #: SW034

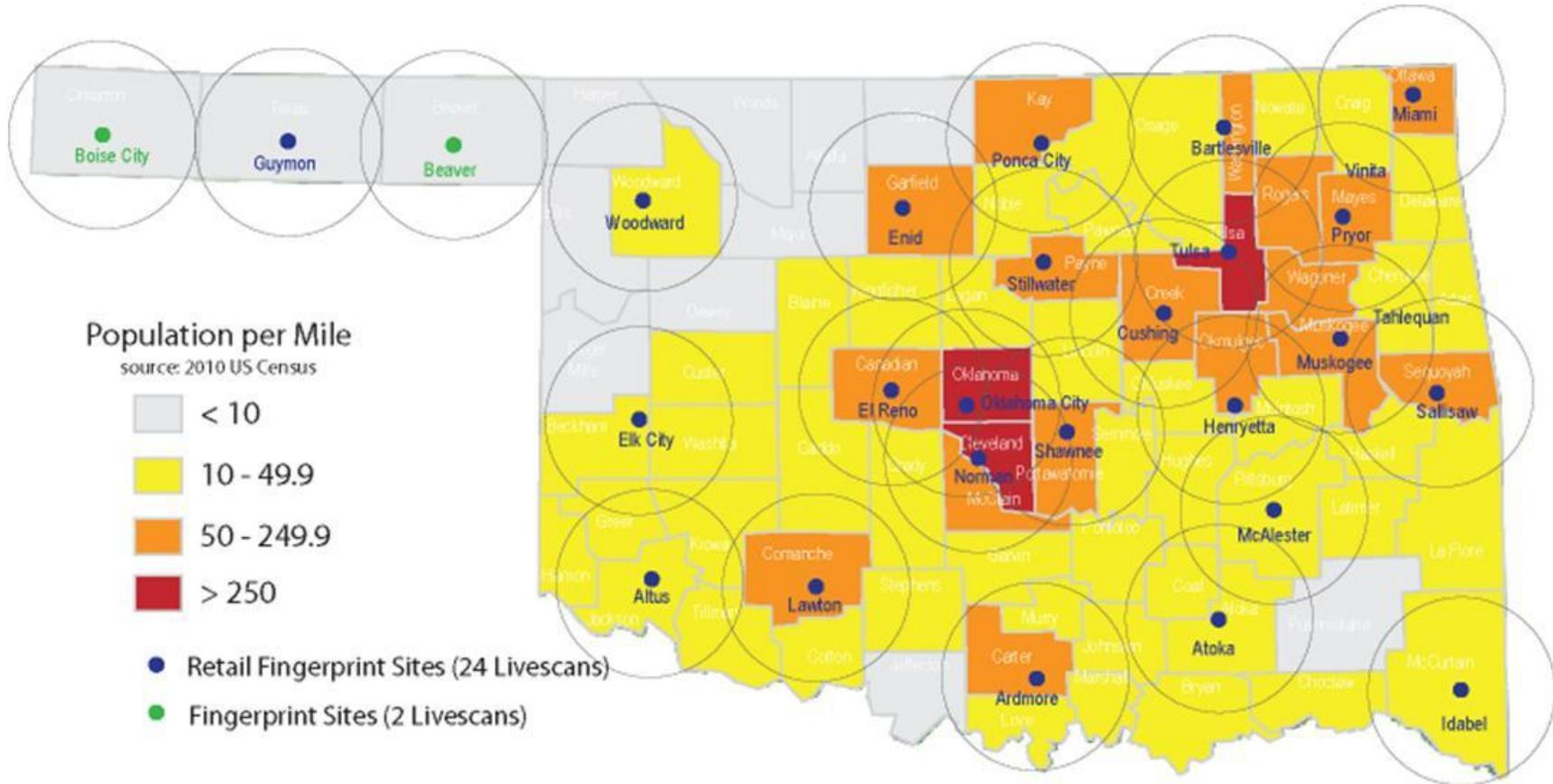
They simply register in advance and proceed to the nearest 3M cogent fingerprint site. 3M Cogent fingerprint sites are located in retail environments, offering retail business hours five days a week and, in some locations, on Saturdays as well.

3M Cogent's proposed solution provides electronic fingerprinting services to Oklahoma applicants who are required to submit to a fingerprint based background check. The proposed 3M Cogent solution is scalable and is able to service any increase in the number of applicants, or any new agencies, users and/or transactions required by Oklahoma. The 3M Cogent solution being proposed is flexible enough, and convenient enough, that it can easily provide fingerprinting services on an as needed basis for future requirements of other state and local agencies and private entities throughout the State of Oklahoma.

3M Cogent will provide thirty (30) electronic fingerprint Livescans for use in the 3M Cogent fingerprint network. 3M Cogent's proposed electronic fingerprinting service will:

- Establish twenty-four (24) convenient public fingerprint locations at established retail business locations that meet 100% of the geographic and time of travel requirements issued by the State. These 24 3M Cogent public fingerprint will ensure that:
  - 46% of the state's population will be within 15 miles of at least one public fingerprint location that is available 5 days a week, 8 hours a day. More densely populated towns and cities across the state may have multiple fingerprint locations in their area
  - 92% of the state's population will be within 30 miles of at least one public fingerprint location that is available 5 days a week, 8 hours a day. More densely populated towns and cities across the state may have multiple fingerprint locations in their area.
  - 100% of the state's population will be within 50 miles of at least one public fingerprint location that is available 5 days a week, 8 hours a day.
- Provide an additional two portable (not mobile) Livescan units for desiring agencies and/or state agencies (for use in Beaver and Cimarron counties) that may seek the additional convenience of having their own movable Livescan in these rural areas.
- Provide an additional four (4) units to convenient public fingerprint locations at established retail business locations should high population density cities (Oklahoma City, Tulsa, Norman, etc.) require additional sites. In the event that transaction volumes in these cities exceed expectations, or applicant convenience is diminished due to unanticipated demand, 3M Cogent will commit an additional 4 Livescan units to be used at 4 new public fingerprint sites.
- Ensure all 3M Cogent fingerprint sites are accessible in accordance with Americans with Disabilities Act (ADA).
- Eliminate the need for Oklahoma residents to visit law enforcement agencies or other state agencies to secure electronic fingerprint collection services.
- Provide efficient, electronic fingerprint collection that is convenient for ALL residents, no matter where they reside in the state.

Figure 9 and Figure 10 illustrate the proposed fingerprint service network and the maps also convey how the population will be fully served by 3M Cogent.



**Figure 9. 30-Mile Radius**

92% of the State of Oklahoma’s population is within a 30-mile drive of at least one 3M Cogent fingerprint site



#### 4.2.3 C.3.2.3.

*Contractor is required to provide a list of all their current and proposed site locations.*

**3M Cogent's Response:** For public sites, 3M Cogent intends to use The UPS Stores and other similarly designed franchises to offer longer business hours and Saturdays for the convenience of Oklahoma applicants. In 2010, The UPS Store (MBE Inc) selected 3M Cogent as one of only two approved fingerprint service providers for The UPS Store franchisees. There are over 37 UPS Store locations in the state and the UPS Store offers an ideal service environment for the collection of fingerprints state-wide. 3M Cogent's proposed fingerprint locations will be open a minimum of 5 days a week and many of these locations will be also open on Saturdays as part of their regularly scheduled business hours.

3M Cogent has proposed establishing multiple sites in high-usage areas using well-known retail business centers in and around the large and small metropolitan areas of the State. All proposed locations are fixed and will not operate as mobile Livescans. This allows 3M Cogent fingerprint centers to operate 5 days a week, with many will be open 6 days a week, and may even include evening fingerprint hours. In rural areas where retail business partnership opportunities are few or non-existent, 3M Cogent will work with state agencies (state agency, law enforcement, etc.) to provide portable, not mobile, fingerprint service centers that can be moved to different locations as required.

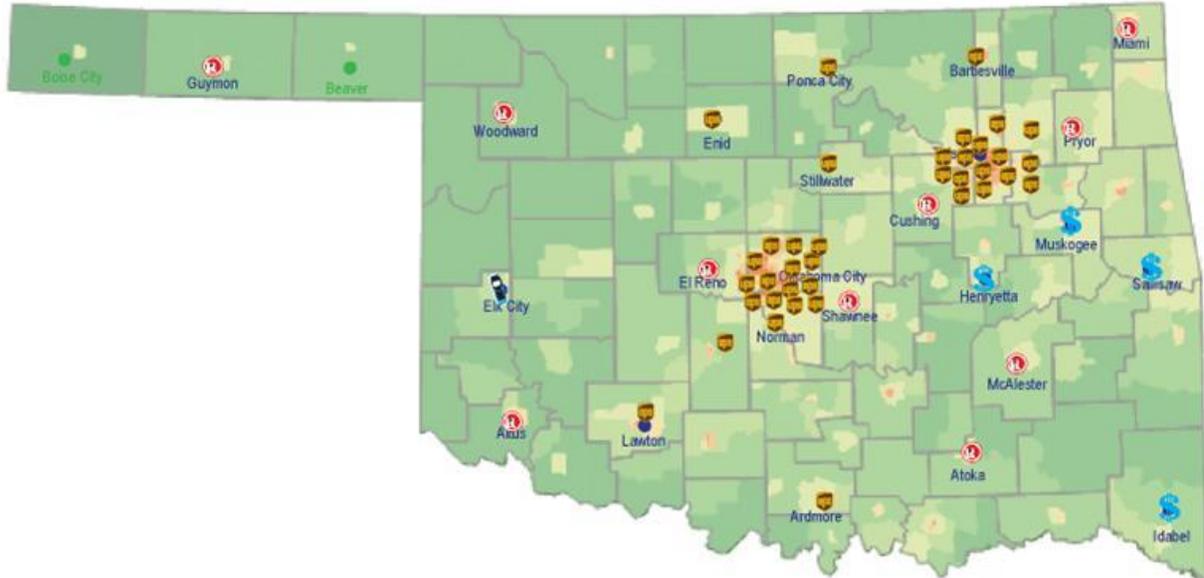
Figure 11 lists the 26 proposed 3M Cogent public fingerprint sites for Electronic Fingerprint Service. Four (4) additional sites will be determined during negotiations.

City	Retail Location
Altus	Radio Shack
Ardmore	The UPS Store
Atoka	Radio Shack
Bartlesville	The UPS Store
Beaver	TBD
Boise City	TBD
Cushing	Radio Shack
El Reno	Radio Shack
Elk City	Verizon Cellular
Enid	The UPS Store
Guymon	Radio Shack
Henryetta	Check Cashing
Idabel	Check Cashing
Lawton	The UPS Store
McAlester	Radio Shack
Miami	Radio Shack
Muskogee	Check Cashing
Norman	The UPS Store
Oklahoma City	The UPS Store
Ponca City	The UPS Store
Pryor	Radio Shack
Sallisaw	Check Cashing

City	Retail Location
Shawnee	Radio Shack
Stillwater	The UPS Store
Tulsa	The UPS Store
Woodward	Radio Shack

**Figure 11. 3M Cogent Proposed Electronic Fingerprint Service Sites**

Figure 12 shows the proposed retail business locations which would serve as 3M Cogent Fingerprint sites.



**Figure 12. Proposed Retail Business Locations Serving as 3M Cogent Fingerprint Sites**

**Note:** Oklahoma City and Tulsa show all options for proposed sites. Not all options will be chosen as fingerprint sites.

**4.2.4 C.3.2.4.**

*Provide secure service locations at which fingerprinting services will be provided during normal business hours (8:00AM- 5:00 PM, Monday through Friday). The contractor will provide urban locations with flexible schedules to include evenings and weekend hours.*

**3M Cogent’s Response:** Fingerprint hours of operation will mirror the hours of the retail businesses selected as 3M Cogent partners. Some locations will be open on evenings and Saturdays.

**4.2.5 C.3.2.5.**

*Contractor must have Urban and Rural sites that accept walk-in Applicants*

**3M Cogent’s Response:** All 3M cogent sites will accept walk-in fingerprinting with the expectation that applicants will register and arrange for payment in advance of walking in. No appointment is necessary.

---

**4.2.6 C.3.2.6.**

*Sites to be accessible in accordance with Americans with Disabilities Act.*

**3M Cogent's Response:** All 3M cogent sites will be Americans with Disabilities Act (ADA) compliant.

---

**4.2.7 C.3.2.7.**

*The State of Oklahoma shall have the ability to request termination of a site due to poor performance.*

**3M Cogent's Response:** 3M Cogent accepts the Oklahoma's requirement to have the ability to request termination of a site due to poor performance.

---

**4.2.8 C.3.2.8.**

*State Office: At the request of the Agency, Supplier shall provide Livescan and Cardscan sites at the contracted agency's location(s). Supplier shall provide documentation and training necessary for State Officials to operate the equipment, as necessary.*

**3M Cogent's Response:** It is not cost effective to assume that 3M Cogent can provide both Livescan and Cardscan at a yet to be determined number of agency location(s). 3M Cogent can commit to providing card scanning services at its Dublin Ohio service center and is willing to enter into discussions with contracted agencies concerning the number of agency sites that require both Livescan and Cardscan machines.

---

**4.2.9 C.3.2.9.**

*Out of State: Supplier shall provide within their proposal a plan for providing fingerprinting services to applicants outside the State of Oklahoma.*

**3M Cogent's Response:** Applicants that are physically unable to be fingerprinted electronically, applicants that are out-of-state, or those required by user agencies to complete fingerprint cards will be able to utilize 3M Cogent's CardScan services. CardScan services are provided in Dublin, Ohio and any applicant that requires their fingerprint card to be converted to an electronic format may use this service. 3M Cogent can provide one (1) card scanner at a designated site. 3M Cogent suggests that Oklahoma consider using the Dublin, Ohio service where 3M Cogent currently provides CardScan services for statewide programs in: Pennsylvania, Georgia, Arkansas, Alabama, Michigan, Missouri and Florida. This service was established for the convenience of our other customers and allows applicants to submit a fingerprint card, complete with demographic data, and submit payment to 3M Cogent's Dublin, Ohio office for processing.

---

**4.3 C.3.3.Equipment/Software**

---

**4.3.1 C.3.3.1.**

*Provide connectivity to OSBI in accordance with OSBI transmission protocols (contact OSBI directly for details).*

**3M Cogent's Response:** 3M Cogent will comply with this requirement. 3M Cogent is currently submitting transactions to OSBI and will work with OSBI to ensure that any agency transactions are submitted in compliance with all OSBI and FBI standards.

#### 4.3.2 C.3.3.2.

---

*At no cost to State, maintain hardware, equipment, and software to original performance specifications and provide updates and/or upgrades as new technology becomes available and/or OSBI requirements change.*

**3M Cogent's Response:** 3M Cogent will ensure that the proposed hardware and software remain compliant with OSBI requirements throughout the life of the contract. 3M Cogent will maintain the hardware, equipment and software used to support the user Agency(s) Applicant Processing Program. All hardware maintenance, equipment provided to fingerprint sites and software and software licenses and their updates will be provided at no cost to the state.

3M Cogent's Technical Help Desk is available to provide technical support and replacement equipment as required. This is provided at no cost to the State. Technical Support includes, but is not limited to:

- Providing technical solutions for fingerprinting sites and user agencies regarding hardware issues
- Remotely diagnosing and fixing hardware and software issues quickly
- Issuing 24-hour "hot swaps" in the event of equipment failure

#### 4.3.3 C.3.3.3.

---

*At no cost to State, provide all preventative maintenance of all system equipment.*

**3M Cogent's Response:** 3M Cogent will ensure that all system equipment is properly maintained and in good working condition. Maintenance and support will be provided by the 3M Cogent Help Desk at no cost to the State. 3M Cogent Help Desk Support is available 24 hours per day, seven days per week, 365 days per year

#### 4.3.4 C.3.3.4.

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*Use approved AFAPS equipment and electronic transmittal of fingerprints to the OSBI and Federal Bureau of Investigation using the real time store and forward system.*

**3M Cogent's Response:** Any user Agency(s) applicant transactions will be sent in real time using Livescan equipment approved by the FBI and OSBI. 3M Cogent's proposed CS500e Livescan is currently certified by the FBI – a copy of the FBI certification letter is shown below as Figure 13. After Livescan fingerprint capture, applicant fingerprints are packaged as a NIST compliant file (demographic data and fingerprint images) and transmitted in real time to the 3M Cogent Backend Applicant Processing Solution. The NIST file is transmitted from the Livescan site over the internet to the 3M Cogent network using Secure Socket Layer (SSL) technology. At the 3M Cogent server (store and forward), the NIST packet is opened and all required demographic information pertinent to the reporting requirements of the State and its user agencies will be extracted. The applicant's transaction is then re-encrypted into the NIST packet and forwarded to the OSBI AFIS via a VPN connection.



U.S. Department of Justice

Federal Bureau of Investigation

Clarksburg, WV 26306

January 28, 2008

Mr. Jim Wang  
Cogent Systems, Inc.  
209 Fair Oaks Ave.  
South Pasadena, CA 91030

Dear Mr. Wang:

The Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Division has completed a review of the following test data:

Submitting Vendor	Equipment
Cogent Systems, Inc.	CS500e roll/plain and identification flats livescan fingerprint device at 500 ppi without membrane (Appendix F)

This review was conducted by representatives of the FBI and the MITRE Corporation's image processing laboratory located in Bedford, Massachusetts. Based on the results of this review, the FBI certifies that the equipment described above is in compliance with the following FBI CJIS Division's Integrated Automated Fingerprint Identification System Image Quality Specifications (IQS):

**Appendix F Specifications**

Please note, the certification process does not endorse one product over any other product and only demonstrates that the product meets FBI standards. Continued acceptance of the images created by an installed system, for retention in the FBI Master Fingerprint files, is contingent on the ability of the product to meet the IQS over time. As equipment can degrade, the FBI recommends that your company assist customers in the establishment of quality assurance programs and appropriate maintenance schedules for your products.

Please direct any questions regarding this certification to Mr. Thomas E. Hopper, at (202) 324-3506.

Sincerely yours,

Thomas J. Browne  
Acting Deputy Assistant Director  
Policy, Administrative and Liaison Branch  
Criminal Justice Information Services Division

Figure 13. FBI Certification Letter for 3M Cogent LiveScan Equipment

**4.3.5 C.3.3.5.**

*Provide one (1) card scanner at designated sites.*

**3M Cogent’s Response:** Applicants that are physically unable to be fingerprinted electronically, applicants that are out-of-state or those required by user agencies to complete fingerprint cards will be able to utilize 3M Cogent’s CardScan services. CardScan services are provided in Dublin, Ohio and any applicant that requires their fingerprint card to be converted to electronic may use this service. 3M Cogent can provide one (1) card scanner at a designated site. For the convenience of our other customers, applicants can submit a fingerprint card, complete with demographic data, and payment to 3M Cogent’s Dublin, Ohio office where 3M Cogent currently provides CardScan services for statewide programs in: Pennsylvania, Georgia, Arkansas, Alabama, Michigan, Missouri and Florida.



**Figure 14. 3M Cogent Card Scanner Provides CardScan Services at Designated Sites**

The 3M Cogent CardScan system uses the FBI Certified Epson 10000XL scanner to electronically capture and process forensic-quality fingerprints and demographic (see Figure 14). The software converts hardcopy applicant fingerprint cards into standard, NIST-format files and forwards them to the 3M Cogent Store and Forward Server. The NIST file is then forwarded to the state AFIS.

**4.4 C.3.4.Contractor Staff**

**4.4.1 C.3.4.1.**

*Employ individuals with the knowledge of and the capability to reference an applicant’s identification and verify proper ID to the biographic information entered into the AFAPS system at time of appointment.*

**3M Cogent’s Response:** 3M Cogent requires current, valid and unexpired picture identification documents. As a primary form of picture identification, a State-issued driver’s license or State identification card may be presented by an applicant when being fingerprinted. 3M Cogent trains fingerprint site operators on proper identity verification. When the applicant arrives at the site, the fingerprint site operator retrieves the applicant’s demographic data from the 3M Cogent system. Prior to fingerprinting, 3M Cogent fingerprint site operators must verify the demographic data (Figure 15) with the applicant’s photo ID.

Registration Information	
Information Confirm	
Registration ID: MI1053820388134	TCN: LX1000003
Last Name: TEST	First Name: TEST
Middle Initial:	Suffix Initial:
Place of Birth: MI	Date of Birth: 11221970
Gender: F	SSN: XXXXX3333
Race: A	citizenship:
Eye Color: BRO	Hair Color: BLK
Height: 507	Weight: 111
DLN:	DL S:
Street: 321 MAPLE ST	
Street2:	City: GRAND RAPIDS
State: MI	Zip: 49503
Email:	Phone:
Conviction:	Reason: BACKGROUND CHECK
<input type="button" value="Capture Fingerprint"/> <input type="button" value="Return"/>	

**Figure 15. Applicant Information / Identity Verification Screen**

Central Purchasing Division RFP: Solicitation #: SW034

Applicants may be asked to provide one or more of the following Secondary Documents in the absence of a valid driver's license or state ID card, or when there is reason to question the authenticity of the applicant's Primary Document:

- State Government Issued Certificate of Birth
- US Active Duty/Retiree/Reservist Military ID Card (00 10-2)
- US Passport
- Social Security Card
- Certificate of Citizenship (N560)
- Certificate of Naturalization (N550)
- INS I-551 Resident Alien Card issued since 1997
- INS I-688 Temporary Resident Identification Card
- INS I-688B, I-766 Employment Authorization Card

Secondary Documentation may be supported by at least two of the following:

- Utility Bill (Address)
- Voter Registration Card
- Vehicle Registration Card/Title
- Paycheck Stub with name/address
- Cancelled check or Bank Statement

#### **4.4.2 C.3.4.2.**

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*Ensure call-center operators are appropriately trained to assist all Applicants in scheduling of appointments.*

**3M Cogent's Response:** 3M Cogent's Call Center is available to assist applicants with the registration and fingerprinting process. The 3M Cogent Call Center is staffed with 3M Cogent employees, not third-party phone answering services. 3M Cogent staffs its own Call Center so that we may better control the flow of correct and pertinent information between 3M Cogent and the end user agency or applicant. 3M Cogent operates its Call Center for our ongoing contracts with several State and Federal programs including FBI Channeling and Applicant Processing Systems in: Georgia, Florida, Michigan, Missouri, Pennsylvania, Alabama and Arkansas. 3M Cogent's call center is located at 3M's World Headquarters in St. Paul, Minnesota. Call Center support includes but is not limited to:

- Collecting applicant demographic information
- Collecting applicant payment
- Billing/payment inquiries
- Providing applicants with tracking information for their background checks
- Directing applicants to the nearest fingerprinting location
- Providing appropriate contact information as required

Central Purchasing Division RFP: Solicitation #: SW034

- Responding to applicant questions that pertain to navigating through the 3M Cogent Registration Website
- Responding to applicants' general questions regarding the fingerprinting and background check process
- 3M Cogent Call Center personnel will transfer applicants to a live Help Desk operator for technical support in cases where advanced technical support is needed.

**4.4.3 C.3.4.3.**

*Inform all employees and/or subcontractors receiving or having access to confidential information of the confidential nature of the information.*

**3M Cogent's Response:** All employees and/or subcontractors receive initial, and when required, remedial training on handling confidential information associated with the background check process. 3M Cogent is committed to safeguarding the privacy of applicant's personal information and ensuring the responsible use of the information collected during the fingerprint based background check process. 3M Cogent complies with all state and federal laws for collecting and submitting PCI and PII associated applicant fingerprint records. 3M Cogent understands that personal information comprises any applicant information collected or viewed during the fingerprint enrollment process including.

<i>Name</i>	<i>Date of Birth</i>	<i>Registration ID</i>	<i>SSN</i>
<i>Phone Number</i>	<i>Address</i>	<i>Driver's License Info</i>	<i>Payment Information</i>
<i>Fingerprint Images</i>	<i>Employer Information</i>	<i>ID Verification Docs</i>	<i>Reason Fingerprinted</i>

**4.4.4 C.3.4.4.**

*Ensure that all employees and/or subcontractors receiving or having access to confidential information are aware of their obligation to keep said information confidential.*

**3M Cogent's Response:** 3M Cogent collects demographic information about applicants during registration as mandated by state and federal law. The responsible use of applicant information is limited to those uses which:

- ✓ Are necessary to meet legal and regulatory requirements.
- ✓ Facilitate positive identification of the applicant prior to fingerprint enrollment.

**3M Cogent Employees must not:**

- ✗ Write down, save or make photocopies of applicants' personal information.
- ✗ Divulge, publish or reveal applicant information to any unauthorized recipient.
- ✗ Store any paperwork with applicants' personal information on it.
- ✗ Disclose any personal information about the applicant.
- ✗ Collect any financial information including credit card numbers from the applicant.
- ✗ Contact applicants outside of the background check process for any reason.
- ✗ Share applicant information with third parties for marketing or any other purposes.

---

**4.4.5 C.3.4.5.**

*Ensure that all employees and/or subcontractors receiving or having access to confidential information follow established procedures for destruction of confidential information once deliverables have been performed/provided.*

**3M Cogent's Response:** 3M Cogent complies with FBI policies regarding the destruction of confidential information including fingerprint images. 3M Cogent's data center, card processing center and its network infrastructure associated with the conveyance of background information are under the same strict FBI standards as CJIS institutions that provide similar services.

3M Cogent will properly dispose of confidential information on any subject when the said information is no longer necessary or is not permitted by law. 3M Cogent retains data to accommodate proper invoicing and payment as well as to facilitate re-submissions of records in the event of record rejection due to quality. A secure manner of disposal is utilized to destroy all elements of the records and preclude unauthorized viewing, access or use.

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**4.4.6 C.3.4.6.**

*Contractor is responsible for ensuring employees and/or subcontractors abide by the procedures for destruction of confidential information.*

**3M Cogent's Response:** 3M Cogent complies with FBI policies regarding the destruction of confidential information including fingerprint images. 3M Cogent's data center, card processing center and its network infrastructure associated with the conveyance of background information are under the same strict FBI standards as CJIS institutions that provide similar services.

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**4.5 C.3.5. Technical Support/Customer Service**

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**4.5.1 C.3.5.1.**

*Develop or have a process for applicants to schedule an initial appointment and/or for any questions regarding fingerprint services.*

**3M Cogent's Response:** Currently, 3M Cogent provides statewide applicant fingerprinting in Ohio, Missouri, Pennsylvania, Florida, Arkansas, Alabama, Georgia and New Mexico. These statewide applicant fingerprint programs account for nearly 1.5 million applicant fingerprints collected each year. In all 3M Cogent statewide solutions 3M Cogent provides applicants with the means to initiate the fingerprint service, either via a 24-hour web portal or via 3M Cogent's Call Center. 3M Cogent does not require an applicant to schedule fingerprint appointments. 3M Cogent allows applicants to "walk-in" and have their fingerprints collected after the applicant has registered and paid, either online or via the 3M Cogent Call Center. The 3M Cogent Call Center is available to answer any applicant question, take registrations and/or payment.

Walk in fingerprinting services allow applicants to complete the fingerprinting process without scheduling an appointment. From 3M Cogent's experience in other statewide applicant solutions, 3M Cogent has determined that scheduling systems provide an added level of complication to applicants during their fingerprinting efforts. Complications range from applicants arriving to fingerprint sites too late, too early, or not at all. Last minute appointment cancellations have ramifications for all applicants scheduled at that fingerprinting site for that day. It is for these reasons, as well as the fact that our retail business partners who have used scheduling in the past, overwhelmingly choose the walk-in service option for their applicant's and customer convenience.

Central Purchasing Division RFP: Solicitation #: SW034

3M Cogent's existing Call Center is available to support the Oklahoma Applicant Processing System via a toll free number. Oklahoma registration for fingerprint services can also occur at the 3M Cogent Web Portal, which is also used by the 3M Cogent Call center for telephonic request. The 3M Cogent website provides online registration 24/7/365 on a secure website where the State's applicants and/or agencies can provide demographic data, pay fees and retrieve directions to, and the operating hours of, all of the 3M Cogent fingerprinting centers. All of the information on the website is encrypted using industry standard encryption algorithms such as SSL protocol.

### **Questions Regarding Fingerprint Services - Customer Call Center (Applicant Support)**

3M Cogent's Customer Support team is available to assist fingerprinting sites, applicants and user agencies. Customer support includes, but is not limited to:

- Providing supplemental training to system users
- Responding to agency questions regarding billing accounts
- Responding to agency inquiries about reporting capabilities and system functionalities
- Acting as the point of contact for fingerprinting sites
- Providing support to fingerprinting sites when capturing the prints of hard to print applicants (elderly, worn hands, etc.)
- Answering questions about the status of applicant background checks
- Providing appropriate contact information as required
- Registering applicants for fingerprinting
- Collecting applicant payment
- Directing applicants to the nearest fingerprinting location
- Providing appropriate contact information as required

#### **4.5.2 C.3.5.2.**

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*Develop or have and maintain a website and toll-free telephone line for appointment, registration, and customer support for use by Applicants and the Department.*

**3M Cogent's Response:** 3M Cogent currently maintains a Call Center and website for applicants to register for fingerprinting. The existing website ([www.cogentid.com](http://www.cogentid.com)) will be customized to meet the needs of user agencies and their applicants. The 3M Cogent Call Center will be trained to support all user agency applicants.

3M Cogent recommends that reviewers of this RFP response take a moment to review the 3M Cogent customer web pages at [www.cogentid.com](http://www.cogentid.com) and review the detail associated with the websites and how it serves the registration and customer support needs of user agencies and their applicants. This will enable reviewers to understand the applicants' registration experience and see how the prompts simplify the process and make it easy for applicants to complete the process.

**4.5.3 C.3.5.3.**

*Have a website that is available 24 hours a day, 7 days a week, with the exception of time offline for technical updates.*

**3M Cogent’s Response:** 3M Cogent’s existing website [www.cogentid.com](http://www.cogentid.com) will be customized to meet the needs of user agencies and their applicants. The website is available 24/7, 365 days a year.

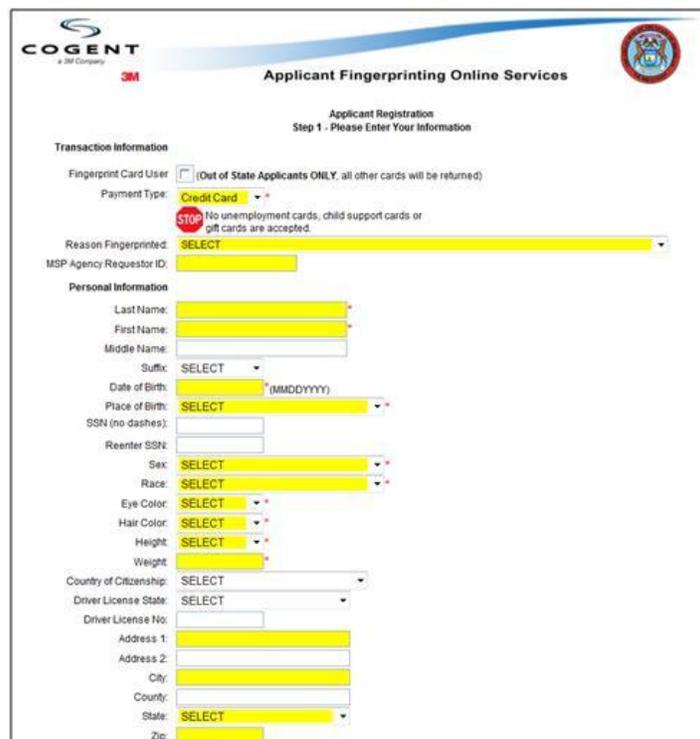
**4.5.4 C.3.5.4.**

*Maintain a secure and up-to-date website and call center having the capability to capture all biographic and demographic information needed to obtain fingerprinting at the time of service and meet all OBN, State of Oklahoma, and federal confidentiality standards.*

**3M Cogent’s Response:** 3M Cogent’s Applicant Processing Solution offers applicants two registration method options:

- Telephone – 3M Cogent Call Center
- Online – [www.cogentid.com](http://www.cogentid.com)

Both options collect all required demographic information and meet all FBI confidentiality standards. The Call Center and website will also meet the confidentiality standards of user agencies and the State of Oklahoma. The registration page (Figure 16) prompts applicants for all required demographic and payment information. Using this screen, the applicant completes a series of fields (highlighted fields are mandatory), which are based on the requirements of the State as defined by the specific program administrators (user agencies). The fields include demographic information, type of transaction, and Originating Agency Identifier (ORI).



**Figure 16. Sample Registration Screen Showing Prompts For Required Demographic and Payment Information**

#### 4.5.5 C.3.5.5.

---

*Have a website that is easily usable to assist Applicants in finding the nearest physical fingerprinting sites within proximity of their residence and/or business location.*

**3M Cogent's Response:** Please visit [www.cogentid.com](http://www.cogentid.com) to review examples of customer websites that are easily usable and capable of assisting applicants in finding the nearest physical fingerprinting sites within proximity of their residence and/or business location. These examples will illustrate how 3M Cogent will comply with Oklahoma's requirements.

#### 4.5.6 C.3.5.6.

---

*Have customer service phone lines opened a minimum of Monday-Friday 8:00 AM – 5:00 PM.*

**3M Cogent's Response:** Customer service phones lines will be open a minimum of Monday – Friday 8:00 am – 5:00 pm. In addition to the 3M Cogent Call Center, 3M Cogent also provides customer support. 3M Cogent's Customer support is available to assist fingerprinting sites, applicants and user agencies. Customer support includes, but is not limited to:

- Providing supplemental training to system users
- Acting as the point of contact for fingerprinting sites
- Responding to agency questions regarding billing accounts
- Responding to agency inquiries about reporting capabilities and system functionalities
- Providing support to fingerprinting sites when capturing the prints of hard to print applicants (elderly, worn hands, etc.)
- Answering questions about the status of applicant background checks
- Providing appropriate contact information as required

#### 4.5.7 C.3.5.7.

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*Provide a website/dashboard to monitor all daily transactions from all fingerprint stations around the state.*

**3M Cogent's Response:** The 3M Cogent Web Portal will allow user agencies access to web-based, real-time reports that are configurable to meet the statistical and accountability needs the State and/or state agencies. Applicant fingerprint transactions are collected at 3M Cogent FBI approved LiveScan devices and forwarded to the 3M Cogent Backend Applicant Processing Solution in Pasadena, California. At this Store and Forward server, the encrypted NIST fingerprint packet is opened and all required demographic information pertinent to the reporting requirements of OSBI and user agencies is extracted and provided in a reportable electronic format. Authorized users at OSBI or OBN are able to access this transaction information through secure reporting tools provided by 3M Cogent via the 3M Cogent web portal. The data requirements such as those required in this RFP and others (STN, Name, DOB, Agency, Fingerprint Site, Reason Code, Fee, Unique Agency ID numbers, Date of Fingerprint and Submission Date) are a standardized data set routinely collected by 3M Cogent for user agencies. These report sets are commonly requested by user agencies such as OSBI for use in their daily, weekly and monthly applicant and program review process.

The 3M Cogent Web Portal will allow user agencies access to web-based, real-time reports that are configurable to meet the statistical and accountability needs of the user agencies and OSBI. 3M Cogent will work closely with user agencies to provide the means for users to generate

Central Purchasing Division RFP: Solicitation #: SW034

customized reports that will provide critical data in an electronic format they require. All web-based reports are accessed by SSL connection, allowing for any sensitive data contained in the reports to remain protected. The web-based reports can also be exported to an Excel-formatted file at any time to be saved locally and used for internal accounting functions.

3M Cogent will meet with user agencies as necessary to tailor input and output reports and there is no limit to the number of reports user agencies may request 3M Cogent to develop. 3M Cogent will also provide the report development at no cost throughout the term of the agreement.

**EXAMPLE: Monthly/Annual Summary**

As shown in Figure 17 and Figure 18, 3M Cogent currently provides monthly and annual transaction summary reports to summarize the transactions completed by each fingerprint site. Authorized users are able to query for specific date ranges to view transaction volume summaries. This report can be easily modified to reflect monthly and annual transactions by city, Agency, OSBI, or any other variable deemed appropriate by the State.

The standard report below shows a specific date range, site information (by ID, by owner, by name), city, transactions paid (by billing, by credit card, by money order), rejections for the site, and total transactions.

**\*\* All report examples can be customized to meet the needs of user agencies.**

LSC ID	LSC Name	LS ID	LS NAME	WS ID	City	Agency	APP_CC	APP_MO	Resub	Total	Total Amount
LSCM0016	Instant Cash Advance Corp	LSM0016	Instant Cash Advance #11	0014	Grand Rapids	154	51	2	1	208	\$11,331.02
LSCM0016	Instant Cash Advance Corp	LSM0019	Instant Cash Advance #24	0017	Hastings	26	8	3	0	37	\$2,061.46
LSCM0016	Instant Cash Advance Corp	LSM0021	Instant Cash Advance #36	0019	Lansing	148	40	2	0	190	\$9,432.83
LSCM0016	Instant Cash Advance Corp	LSM0038	Instant Cash Advance 201	0044	Big Rapids	43	16	0	0	59	\$3,300.16
LSCM0016	Instant Cash Advance Corp	LSM0039	Instant Cash Advance 54	0045	West Branch	63	46	14	1	124	\$6,298.36
LSCM0016	Instant Cash Advance Corp	LSM0041	Instant Cash Advance 67	0043	Oscoda	11	7	0	0	18	\$998.26
LSCM0016	Instant Cash Advance Corp	LSM0085	Instant Cash Advance Standish	0114	Standish	7	0	0	0	7	\$390.18
LSCM0016	Instant Cash Advance Corp	LSM0086	Instant Cash Advance Gladwin	0116	Gladwin	10	5	1	1	17	\$910.24
LSCM0016	Instant Cash Advance Corp	LSM0087	Instant Cash Advance Holland	0119	Holland	101	38	0	1	140	\$7,652.10
LSCM0017	UPS Store 4392	LSM0013	UPS Store 4392	0011	Muskegon	35	21	0	0	56	\$3,023.97
LSCM0018	UPS Store 0412	LSM0014	UPS Store 0412	0012	Kentwood	247	45	2	6	300	\$15,920.76
LSCM0026	Cowles Investments	LSM0022	UPS Store 5080	0028	South Haven	50	11	5	2	68	\$3,651.70
LSCM0028	C and J Company Inc	LSM0023	UPS Store 2996	0034	Escanaba	16	24	1	0	41	\$2,194.60
LSCM0028	C and J Company Inc	LSM0037	UPS Store 5356	0048	Marquette	39	18	0	0	57	\$3,012.98

**Figure 17. Sample Monthly Summary Report**

LS ID	LS NAME	WS ID	LSC ID	LSC Name	City	No. of Transactions	Total Amount
CARDSCAN	Cogent Card Scan	0056	LSC000	Cogent Card Scan	Dublin	2390	137361.66
CARDSCAN	Cogent Card Scan	0306	LSC000	Cogent Card Scan	Dublin	361	20639.25
LSFL0002	First Coast Postal Services Inc.	0011	LSCFL0003	James S 20, Inc.	Jacksonville	2590	137462
LSFL0005	Global Security Group LLC	0018	LSCFL0005	Global Security Group LLC	Orlando	1086	58863
LSFL0006	Tools Of the Trade	0020	LSCFL0006	Tools Of the Trade	Jupiter	707	36442
LSFL0007	Goim Postal	0021	LSCFL0007	Goim Postal	New Port Richey	1276	68656
LSFL0010	Palmetto Security Services LLC	0027	LSCFL0010	Palmetto Security Services LLC	Tallahassee	522	25245.5
LSFL0014	Allen Industries LLC	0035	LSCFL0013	Allen Industries LLC	Apopka	35	1898.75
LSFL0015	DHSMV Q02	0053	LSCFL0014	DHSMV Q02	Tallahassee	67	3590.5
LSFL0016	DHSMV Q90	0117	LSCFL0015	DHSMV Q90	Tallahassee	5	271.25
LSFL0017	DHSMV A02	0076	LSCFL0016	DHSMV A02	Pensacola	153	8300.25
LSFL0018	DHSMV A04	0080	LSCFL0017	DHSMV A04	MILTON	40	2170
LSFL0019	DHSMV A06	0241	LSCFL0018	DHSMV A06	Crestview	3	162.75
LSFL0021	DHSMV B05	0104	LSCFL0020	DHSMV B05	MARIANNA	70	3657.5
LSFL0022	DHSMV B10	0047	LSCFL0021	DHSMV B10	PANAMA CITY	234	12634.5
						Total No: 47266	Total Sum: 2551058.4

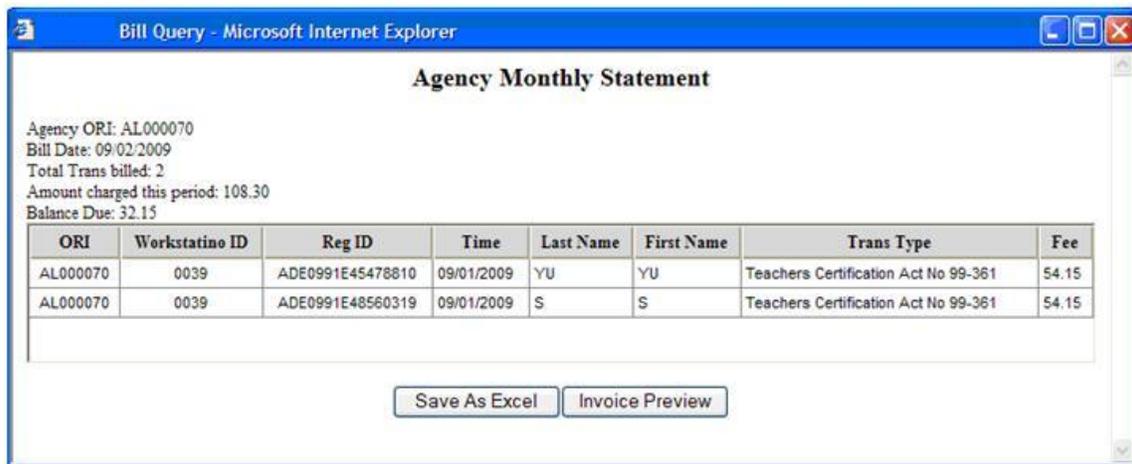
**Figure 18. Sample Annual Summary Report**

**EXAMPLE: Monthly/Annual Detail**

3M Cogent provides various report formats to detail annual and monthly transaction details. For example, the report below shows details for all of the transactions processed by the Pennsylvania system in a one- year period. Double clicking a specific transaction displays additional transaction details. Authorized users are able to input various queries to view monthly details, details for specific sites (Workstation), payment method totals and types of transactions (adoption, childcare employment, gun permit etc.).

**EXAMPLE: Fee Collection/Billing Reconciliation** (for State access and for agencies who have established billing accounts)

3M Cogent currently provides various fee collection/billing reconciliation reports for authorized users. As shown in Figure 19, the system tracks the number of transactions submitted on behalf of each Agency. Agencies that have established billing accounts with 3M Cogent are invoiced at the end of each month for the applicants that have been billed through their established account. Reports are available to detail each transaction and the total amount the Agency owes.



Agency ORI: AL000070  
 Bill Date: 09/02/2009  
 Total Trans billed: 2  
 Amount charged this period: 108.30  
 Balance Due: 32.15

ORI	Workstatio ID	Reg ID	Time	Last Name	First Name	Trans Type	Fee
AL000070	0039	ADE0991E45478810	09/01/2009	YU	YU	Teachers Certification Act No 99-361	54.15
AL000070	0039	ADE0991E48560319	09/01/2009	S	S	Teachers Certification Act No 99-361	54.15

Buttons: Save As Excel, Invoice Preview

**Figure 19. Sample Agency Monthly Statement**

3M Cogent also provides reports detailing the type of payment collected (money order, agency pay, credit card etc). Authorized users are able to view specific transactions included in the Transaction Summary report shown in Figure 20 below.



Agency Information | Livescan Sites | User Account Mgmt | Rejection Tool | Tools | Resubmit Utility | HelpDesk Report | Logout | **COGENT Administrator**

**Transaction Summary**

Reg ID:  SSN:  Last Name:  First Name:   
 Pay Method:  Pay Status:  ORI:  Workstation:   
 Trans Type:  Fingerprint Date: 03/01/2011 to 03/02/2011  
 Query Save As Excel

Payment Type	No. of Transactions	Total Amount
AGENCY	663	32171.49

**Figure 20. Sample Transaction Summary Report**

**4.6 C.3.6. Security and Confidentiality**

3M Cogent’s Personnel Security Policy applies to all personnel supporting 3M Cogent’s applicant processing programs including: management, technical and operational staff. As part of the contract orientation process, all individuals assigned to work on an applicant processing

Central Purchasing Division RFP: Solicitation #: SW034

project, will be briefed on their roles and responsibilities with regard to system security and privacy, and will be give a written description of all security policies and procedures with which they must be familiar to carry out their assigned responsibilities.

3M Cogent complies with all Personnel Security and Access Requirements set forth by the FBI CJIS. If a felony conviction (or any other kind of record) exists on an employee (or a potential employee's) record, 3M Cogent will take the appropriate action, as defined in the FBI CJIS Requirements. The goal of the Security Awareness and Training Program is to protect the confidentiality, integrity, and availability of applicant fingerprint, demographic and financial data. 3M Cogent conducts security training for all employees who handle and support our applicant processing programs at the following times:

- Initial employee hiring (as part of their orientation).
- When 3M Cogent receives new updates to security policies or security standards.
- Annual security training (at least).

When a 3M Cogent employee is hired, 3M Cogent Management arranges for the following:

- Employees receive a copy of the latest Outsourcing Standard, CJIS Security Policy and Security Training Course.
- Fingerprinting for FBI check, and if applicable state check.
- Conduct security training.
- Track of the date security training was conducted.
- Establish a schedule for upcoming training events. 3M Cogent Management will make security training an integral part of annual performance review.
- Employee will sign a document certifying receipt of security training.
- Establish a computer-based training that is made available to all employees to review and stay current on their knowledge and understanding of the FBI Security Policy and the Outsourcing Standards.

#### **4.6.1 C.3.6.1.**

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*Be aware that information provided by Applicants is confidential. Supplier shall meet all Federal and State security requirements relating to electronic and physical confidential records.*

**3M Cogent's Response:** 3M Cogent is an approved FBI Channeler. A FBI Channeler designation means 3M Cogent may receive the fingerprint submission and relevant data, collect the associated fee(s), electronically forward the fingerprint submission with the necessary information to the FBI CJIS Division for a national Identity History Summary check, and receive the electronic summary check result for dissemination to the individual. 3M Cogent helps expedite the delivery of Identity History Summary information on behalf of the FBI.

As a FBI Channeler, the process of submitting fingerprints to OSBI on behalf of user agencies is consistent with that of FBI submission procedures. 3M Cogent currently meets all Federal and State security requirements relating to electronic and physical confidential records.

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**4.6.2 C.3.6.2.**

*Understand that said confidential information is being disclosed for the sole purpose of completing the services described in this contract.*

**3M Cogent's Response:** As a FBI Channeler, 3M Cogent understands the process of submitting fingerprints to OSBI on behalf of user agencies. 3M Cogent understands that the confidential information it encounters is being disclosed for the sole purpose of completing the services described in this contract.

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**4.6.3 C.3.6.3.**

*Have procedures in place to ensure the destruction of confidential information once deliverables have been performed/provided.*

**3M Cogent's Response:** 3M Cogent complies with FBI policies regarding the destruction of confidential information including fingerprint images. 3M Cogent's data center, card processing center and its network infrastructure associated with the conveyance of background information are under the same strict FBI standards as CJIS institutions that provide similar services.

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**4.6.4 C.3.6.4.**

*Ensure that all individuals associated with the contractor and/or subcontractors receiving or having access to confidential information are aware of their obligation to keep said information confidential.*

**3M Cogent's Response:** 3M Cogent will ensure that all individuals associated with 3M Cogent's applicant processing service, and/or subcontractors receiving or having access to confidential information are aware of their obligation to keep said information confidential.

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**4.6.5 C.3.6.5.**

*Ensure that all individuals associated with the contractor and/or subcontractors receiving or having access to confidential information follow established procedures for destruction of confidential information once deliverables have been performed/provided.*

**3M Cogent's Response:** 3M Cogent and its subcontractors comply with all FBI policies regarding the destruction of confidential information including fingerprint images. 3M Cogent's data center, card processing center and its network infrastructure associated with the conveyance of background information are under the same strict FBI standards as CJIS institutions that provide similar services.

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**4.6.6 C.3.6.6.**

*Ensure all individuals associated with the contractor and/or subcontractors employees abide by the procedures for destruction of confidential information.*

**3M Cogent's Response:** 3M Cogent will ensure that all individuals associated with 3M Cogent's applicant processing service, and/or subcontractors receiving or having access to confidential information abide by the procedures for destruction of confidential information.

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**4.7 C.3.7. Deliverables**

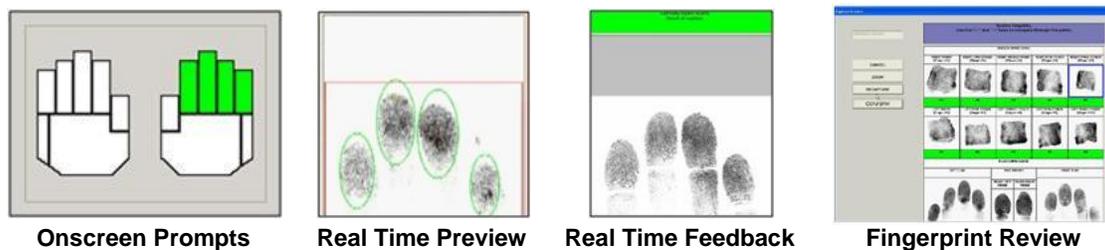
*The deliverable shall be a usable, clean, full set of fingerprint images.*

**3M Cogent's Response:** 3M Cogent's FBI certified CS500e Livescan will be used to capture and deliver a usable, clean, full set of fingerprint images. After fingerprint image capture, the

fingerprint images will be securely forwarded to OSBI for processing. To ensure the best quality images are captured, the 3M Cogent Livescan features:

- Fast, easy fingerprint image capture
- Intuitive and easy-to-use operation
- Automatic, real-time checking for quality and sequence
- Real-time preview while rolling fingerprint images
- Real-time Data validation

The 3M Cogent software displays complete fingerprint records for final check. If the operator has inadvertently accepted a poor-quality print during the capture process, it is highlighted to give him/her another opportunity to recapture (see Figure 21).



**Figure 21. Examples of Operator Prompts During The Capture Process**

#### 4.7.1 C.3.7.1. Place of Performance

*Place of performance shall be the contractors service provision locations throughout the State of Oklahoma.*

**3M Cogent's Response:** See Section **3M Cogent's Response:** 3M Cogent will notify the Agency of any changes in billing complaints, etc.

C.3.2. Sites for an explanation of how 3M Cogent will meet the service provisions relating to service locations throughout the State of Oklahoma.

#### 4.7.2 C.3.7.2. Period of Performance

*The period of performance is anticipated to be from the date of award thru one year with the option to renew for up to four (4) additional one year contract periods.*

**3M Cogent's Response:** The period of performance is anticipated to be from the date of award through one year with the option to renew for up to four (4) additional one-year contract periods.

## 5 C.4. Value Added Services

### 5.1 C.4.1.

*In addition to the services described above, Suppliers may propose additional services related to the scope of this contract that can provide value to the State of Oklahoma with a description of the services and how they add value for the State.*

**3M Cogent's Response:** 3M Cogent will advise Oklahoma of features that will benefit the State as the new versions of 3M Cogent's APS solution become available.

## 6 Summary

3M Cogent is the ideal partner for the State of Oklahoma. Our state-of-the-art APS will fulfill the needs of Oklahoma and comply with the requirements of the RFP. In addition, your APS solution will be scalable, flexible and can handle any capacity increases and additional Oklahoma agencies with ease. We look forward to discussing our response with Oklahoma in the near future.

## 7 G. Price and Cost

*The Supplier must allow for payments or partial payments to be made by the State or by the Applicant or other responsible payee. As necessary, the contractor will be required to remit to OSBI the statutory amount required for state and federal fingerprint criminal history record information (CHRI). Supplier must collect additional fees for State Agencies, as necessary and determined by Agency policy. Supplier will collect the charge for the services provided. Where Applicants are assessed the full or partial cost of the services, the Supplier must provide Applicants with a convenient method of payment (e.g., cash, credit card, money order, cashier's check or personal check). Suppliers must state in their proposal what their service fee will be. State Agencies must have the option of subsidizing none of the costs of their program, partial costs of their program or the full cost of their program, depending on each Agency's needs.*

*Suppliers must include their fixed fee for years one thru five of the program in the Price and Cost section of the proposal. The pertransaction fee to the supplier shall not exceed \$12.00 for the initial contract period. However, cost will be considered as a portion of the evaluation and Suppliers may bid lower. Only the Supplier portion of the fee should be included, with the final cost of the services to follow the formula below:*

*Fee Formula:*

*(State, FBI and Applicable Agency Fees) + (Supplier Per-Transaction Fee) = (Cost to State or Applicant Per Transaction)*

**3M Cogent Trade Secret Information. No further duplication or use except as documented under the Proprietary Confidentiality Notice.**

**3M Cogent's Response:** 3M Cogent is proposing the per-transaction fee of **Twelve (\$12.00) dollars (Supplier Fee)**, which will form part of the Fee Formula per Section G of the RFP as follows:

*(State, FBI and Applicable Agency Fees) + (Supplier Per-Transaction Fee) = (Cost to State or Applicant Per Transaction).*

**— End of Trade Secret Information —**

*Pursuant to Oklahoma Statute 74 § 85.10 Records Open For Public Inspection, 3M Cogent is claiming proprietary and confidential information in our response to Section G. Price and Cost.*



## 8 Glossary

Component	Version / Description
3M Cogent	3M Cogent, Inc.
ADA	Americans with Disabilities Act
ALO	Applicant Livescan Operator(s)
APS	Applicant Processing System
Central Purchasing Division	State of Oklahoma Office of Management and Enterprise Services
CHRI	Criminal History Record Information
COTS	Commercial off-the-shelf
Oklahoma	The State of Oklahoma
ORI	Originating Record Indicator
OSBI	Oklahoma State Bureau of Investigation
PII	Personally Identifiable Information
SSL	Secure Socket Layer
TCN	Transaction Control Number (TCN
TCR	Transaction Control Reference



Wednesday, May 27, 2015

Gerald Elrod  
OMES Central Purchasing  
Will Rogers Bidg  
2401 N Lincoln Blvd, Suite 116  
Oklahoma City, OK 73105

Dear Gerald,

As 3M Cogent's Business Development Manager for Applicant Services, I represent here that I have the approval to propose the following on behalf of 3M Cogent. Please see the following items that represent 3M Cogent's best and final offer (BAFO) for the State of Oklahoma's SW034 Fingerprinting Services RFP. The following items represent changes and/or clarifications from the original 3M Cogent RFP response. If not identified here in 3M Cogent's BAFO response, then all 3M Cogent's original RFP responses remain un-changed.

1. 3M Cogent proposes a transaction fee of \$11.00 for all transactions.
2. 3M Cogent proposes a November 1, 2015 "Go Live" date.
3. 3M Cogent proposes 40 Livescans to serve the state's existing electronic capture requirements. Included in this 40 Livescans are cardscan units for use by requiring state agencies. Additional Livescan units may be made available to serve increase demand or agency need but will be made available at 3M Cogent's discretion.
4. 3M Cogent proposes to provide the customized OK DHS interface as part of the \$11.00 transaction fee. The scope of this interface has yet to be defined by DHS. Any additional custom interface for other state agency's would have to be considered on a individual basis.
5. 3M Cogent will work with the State to modify the proposed geographic relationship between its proposed fingerprint sites in rural areas of Oklahoma to better serve the majority of applicants and increase their convenience and access to fingerprint sites. The State understands that efforts may resort in the use of non-retail "public" environments that can be excluded from the standard hours-of-operation requirements; or additional equipment being provided to serve "private" agency needs.
6. 3M Cogent understands that the OMES fee of 1% applies to the 3M Cogent fee of \$11.00 and not the total amount of fees collected by 3M Cogent on behalf of the State of Oklahoma.
7. 3M Cogent understands that it is OMES intent to aggregate all civil applicant fingerprint collection thru a single vendor contract; and that RFP SW034 represents that effort by the State.
8. The State understands that it is not 3M Cogent's intent to provide mobile services, though 3M Cogent does not prohibit sub-contractors from providing mobile fingerprint service.
9. The State understands that non-scheduled, walk-in service is the proposed service model of 3M Cogent. All applicants must be registered prior to travelling to a fingerprint site.

If you have any questions about the changes and/or clarifications contained in this BAFO, please let me know.

Blake Godard  
Business Development Manager; Applicant Services  
3M Cogent