State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000097742
Gemalto Cogent, Inc.
639 N. Rosemead Blvd
Pasadena, CA 91107
Attn: Rob Cimperman
Telephone No. (626) 325-9600

Price Agreement Number: 20-790-00-01007
Price Agreement Amendment No.: Six
Term: November 20, 2012 – November 18, 2019

Ship To:
New Mexico Department of Public Safety
4491 Cerrillos Road
PO Box 1628
Santa Fe, NM 87507

Procurement Specialist: Debra Saiz
Telephone No.: (505) 827-0521
eMail: DebraS.Saiz@state.nm.us

Invoice:
As Requested

Title: LiveScan Fingerprinting Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective modifications immediately.

- TERM: This Contract term shall be extended to terminate November 18, 2019, unless terminated pursuant to Paragraph 7, infra, with one (1) remaining optional 1-year extension for a total of eight (8) years.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 01/04/2019

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
State of New Mexico

Department of Public Safety,
Information Technology Agreement
Contract No. 20-790-00-01007
Amendment No Six (6)
LiveScan Fingerprinting Services

THIS AGREEMENT is made and entered by and between the State of New Mexico, New Mexico Department of Public Safety hereinafter referred to as the "Procuring Agency" and Gemalto Cogent (formerly known as 3M Cogent, Inc.) herein after referred to as the "Contractor."

The purpose of this Amendment is to amend and replace Article 6 Term to read as follows:

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED SERVICES CONTRACT ARE AMENDED AS FOLLOWS:

6. Term

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY DoIT AND THE STATE PURCHASING AGENT.
This Agreement term shall be extended to terminate NOVEMBER 18, 2019, unless terminated pursuant to paragraph 7, infra, with one (1) remaining optional 1-year extensions for a total of eight (8) years.

All other articles and deliverables of this agreement remain the same.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: 
Scott Weaver, Cabinet Secretary or designee
Department of Public Safety
Date: 10/31/18

By: 
Rob Cimperman
VP Sales and Marketing North America
Gemalto Cogent, Inc.
Date: 11/30/18

By: 
Mel Lee, Chief Information Officer or designee
Department of Public Safety
Date: 12/12/18

Approved for legal sufficiency:

By: 
Elizabeth A. Trickey, General Counsel or designee
Department of Public Safety
Date: 12/11/2018

By: 
Jessica Lucero, Chief Financial Officer or designee
Department of Public Safety
Date: 12/12/18
The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: **03-255429-00-0**

By: **Sharon Kain**
Taxation & Revenue Department

**Date: 12-7-18**

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: **Maria R. Sanchez**
Acting State CIO
Department of Information Technology

**Date: Dec 20 2018**

This Agreement has been approved by the Department of Finance and Administration, Contracts Review Bureau:

By: **Anna Silva**
Lawrence O. Maxwell, NM State Purchasing Agent or designee

**Date: 1/1/19**
State of New Mexico  
General Services Department  
Purchasing Division  

Contract Amendment

Awarded Vendor  
0000097742  
Gemalto Cogent, Inc.  
639 N. Rosemead Blvd  
Pasadena, CA 91107  

Attn: Rob Cimperman  
Telephone No. (626) 325-9600

Price Agreement Number: 20-790-00-01007

Price Agreement Amendment No.: Five

Term: November 20, 2012 – November 18, 2018

Procurement Specialist: Debra Saiz  
Telephone No.: (505) 827-0521

Ship To:  
New Mexico Department of Public Safety  
4491 Cerrillos Road  
PO Box 1628  
Santa Fe, NM 87507

Invoice:  
As Requested

Title: LiveScan Fingerprinting Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective modifications immediately.

- The Contractor name and address has changed:
  
  From: 3M Cogent, Inc.  
  5025 Bradenton Ave., Suite A  
  Doublin, OH 43017

  To: Gemalto Gogen, Inc.  
  639 N. Rosemead Blvd.  
  Pasadena, CA 91107

- The Contract contact information is amended to include the Contractor’s contact person:
  
  Rob Cimperman

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]

New Mexico State Purchasing Agent  

Date: 10/24/2018

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
STATE OF NEW MEXICO  
Department of Public Safety,  
Information Technology Agreement  
Contract No. 20-790-00-01007  
Amendment No Five (5)  
LiveScan Fingerprinting Services

THIS AGREEMENT is made and entered by and between the State of New Mexico, New Mexico Department of Public Safety hereinafter referred to as the “Procuring Agency” and Gemalto Cogent (formerly known as 3M Cogent, Inc.) herein after referred to as the “Contractor.”

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

1. The Contractor name has been changed as noted in the first paragraph above from:
   3M Cogent, Inc
   5025 Bradenton Avenue, Suite A
   Dublin, OH 43017
   To:
   Gemalto Cogent, Inc
   639 N. Rosemead Blvd.
   Pasadena, CA 91107

   To the Contractor information is amended as follows:
   Rob Cimperman  
   Gemalto Cogent, Inc  
   639 N. Rosemead Blvd.  
   Pasadena, CA 91107

All other articles of this contract remain the same.
The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: 03-255429-00-0

By: [Signature]  
Date: 9/25/18

Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: [Signature]  
Date: 9/25/18

Darryl Ackley, State CIO and Cabinet Secretary
Department of Information Technology

This Agreement has been approved by the Department of Finance and Administration, Contracts Review Bureau:

By: [Signature]  
Date: 10/26/2018

Lawrence O. Maxwell, NM State Purchasing Agent or designee
State of New Mexico  
General Services Department  
Purchasing Division  

Contract Amendment

Awarded Vendor  
0000097742  
3M Cogent, Inc. dba Gemalto Cogent, Inc.  
5025 Bradenton Avenue, Suite A  
Dubline, OH 43017  
Telephone No. (614) 726-3315

Price Agreement Number: **20-790-00-01007**  
Price Agreement Amendment No.: **Four**  
Term: **November 20, 2012 – November 18, 2018**

Ship To:  
New Mexico Department of Public Safety  
4491 Cerrillos Road  
PO Box 1628  
Santa Fe, NM 87507  
Invoice:  
As Requested  

Procurement Specialist: **Debra Saiz**  
Telephone No.: (505) 827-0521

Title: General Purpose Commercial Information Technology Equipment, Software and Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective modifications immediately.

- The TERM of this Agreement is extended from November 18, 2017 through November 18, 2018

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]

[New Mexico State Purchasing Agent]

Date: 11/17/2017

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

DS
STATE OF NEW MEXICO

Department of Public Safety,
Information Technology Agreement
Contract No. 20-790-00-01007
Amendment No Four (4)
LiveScan Fingerprinting Services

THIS AGREEMENT is made and entered by and between the State of New Mexico, New Mexico Department of Public Safety hereinafter referred to as the "Procuring Agency" and Gemalto Cogent (formerly known as 3M Cogent, Inc.) herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED SERVICES CONTRACT ARE AMENDED AS FOLLOWS:

6. Term

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY DoIT AND THE STATE PURCHASING AGENT.
This Agreement term shall be extended to terminate NOVEMBER 18, 2018, unless terminated pursuant to paragraph 7, infra, with two (2) remaining optional 1-year extensions for a total of eight (8) years.

All other articles and deliverables of this agreement remain the same.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: __________________________ Date: 10/23/17
Scott Weaver, Cabinet Secretary or designee
Department of Public Safety

By: __________________________ Date: 9/27/17
Robert Cimperman
Director, Sales and Marketing
Gemalto Cogent, Inc.

By: __________________________ Date: 10/4/17
Melvin Lee
Chief Information Officer or designee
Department of Public Safety

Approved for legal sufficiency:

By: __________________________ Date: 10-4-17
Elizabeth A. Trickey, General Counsel or designee
Department of Public Safety

By: __________________________ Date: 10/21/17
Bridgette Long, Chief Financial Officer or designee
Department of Public Safety

Page 2 of 3
The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: **03-255429-00-0** Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By: [Signature] Date: **11/14/17**
Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: [Signature] Date: **17 NOV 2017**
Darryl Ackley, State CIO and Cabinet Secretary
Department of Information Technology

This Agreement has been approved by the Department of Finance and Administration, Contracts Review Bureau:

By: [Signature] Date: **11/17/17**
Lawrence O. Maxwell, NM State Purchasing Agent or designee
State of New Mexico  
General Services Department  
Purchasing Division  

Contract Amendment  

Awarded Vendor  
0000097742  
3M Cogent, Inc.  
5025 Bradenton Avenue, Suite A  
Dublin, OH 43017  

Telephone No. (614) 726-3315  

Contract Number: 20-799-00-01007  
Contract Amendment No.: Three  
Term: November 20, 2012 - November 18, 2017  

Ship to:  
New Mexico Department of Public Safety  
4491 Cerrillos Road  
PO Box 1628  
Santa Fe, NM 87507  

Invoice:  
Various  

For questions regarding this Contract please contact:  
Ron Burton (505) 827-3353  

Procurement Specialist: India Garcia  
Telephone No.: (505) 8276-0483  

Title: LiveScan Fingerprinting Services  

This Contract Amendment is to be attached to the respective contract and become a part thereof.  

This amendment is issued to reflect the following effective immediately.  

See attached amendment to show intent of statewide services. This amendment also outlines the billing and payment terms.  

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.  

Accepted for the State of New Mexico  

[Signature]  
New Mexico State Purchasing Agent  

Date: 12/20/2013  

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472  

MOL: bc
STATE OF NEW MEXICO
Department of Public Safety, LiveScan Fingerprinting Services
AMENDMENT No. three (3)

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division, hereinafter referred to as the "Agency," on behalf of the New Mexico Department of Public Safety, hereinafter referred to as the "Procuring Agency" and 3M Cogent hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED SERVICES CONTRACT ARE AMENDED AS FOLLOWS:

The intent of the request for proposal is to provide “Statewide” Outsourced Livescan Fingerprinting Services. There are approximately 404 originating agency identifiers (ORIs) in New Mexico. An ORI uniquely identifies a governmental agency that has been cleared for the use of criminal records information. NMDPS maintains the ORI registry and can track how the registered agency uses criminal information. There are currently 36 Public LiveScans and 7 Private LiveScans in use. This type of service requires a fee to the awarded vendor 3M Cogent that MUST be billed and paid by each individual State, City, County or Governmental entity that utilizes this service. The payment portion of this contract was simply overlooked and is a key mechanism to make the program work. It is neither feasible nor practical to re-issue another RFP being that this was the intent of the RFP.

Refer to the RFP sections that were inadvertently left out of the contract based on the following:

Refer to page 1, B. SUMMARY SCOPE OF WORK

NMDPS has elected to secure, through an open, competitive procurement, a single offeror contractor responsible for implementing a “statewide” outsourced LiveScan fingerprinting service solution for all applicant background checks in the State of NM. This approach will require the procurement of (at no cost to the State of NM) a contract awarded to a single offeror as the result of a competitive services-only RFP. As part of the award, the offeror must deploy and implement the fingerprinting services; must manage the services contract and must facilitate management of the fingerprinting program. The expectation is that the offeror will provide a complete and comprehensive plan for implementing electronic fingerprinting services and will manage the provision of services for the duration of the contract.
Refer to page 35, Table 9 point 7.

- Send the agencies and NMDPS separately their respective payment of all fees collected less the offeror’s fingerprinting service fee

THE INTENT OF THIS RFP WAS TO HAVE A “STATEWIDE PRICE AGREEMENT” FOR ALL STATE OF NM AND GOVERNMENTAL ENTITIES FOR LIVESCAN FINGERPRINTING SERVICES.

All other articles of this contract remain the same.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the required approval authorities below.

By: [Signature]  Date: 11/4/13
Gordon E. Eden, Jr., Cabinet Secretary or designee
Department of Public Safety

By: [Signature]  Date: 11/26/13
Isam Saleh
Vice President, Business Development
3M Cogent

By: [Signature]  Date: 11/4/13
Ron Burton, Chief Information Officer or designee
Department of Public Safety

Certifying Legal sufficiency:

By: [Signature]  Date: 11/14/13
Rosemary P. McCourt, Deputy Chief Counsel or designee
Department of Public Safety

By: [Signature]
Kathy Griego, Chief Financial Officer or designee
Department of Public Safety

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 03-255429-00-0

By: [Signature]  Date: 12-17-13
Taxation and Revenue Department
Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: ___________ Date: 12/19/12

Darryl Ackley, State CIO and Cabinet Secretary
Department of Information Technology

This Agreement has been approved by the NM State Purchasing Agent:

By: ___________ Date: 12/27/13

Lawrence O. Maxwell, NM State Purchasing Agent or designee

[Signature] 12/20/13
State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000007742
3M Cogent, Inc.
5025 Bradenton Avenue, Suite A
Dublin, OH 43017

Telephone No. (614) 726-3315

Contract Number: 20-790-00-01007
Contract Amendment No.: Two
Term: November 20, 2012 - November 18, 2017

Ship to:
New Mexico Department of Public Safety
4491 Cerrillos Road
PO Box 1628
Santa Fe, New Mexico 87507

Invoice:
Same as "Ship To"

Procurement Specialist: India Garcia
Telephone No.: (505) 827-0483

For questions regarding this Contract please contact:
Ron Burton (505) 827-3353

Title: LiveScan Fingerprinting Services

This Contract Amendment is to be attached to the respective contract and become a part thereof.

This amendment is issued to reflect the following effective immediately.

See attached for increase in prices for Deliverable Four.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 11/13/2013

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

ig
State of New Mexico

Department of Public Safety

Information Technology Agreement
Contract No 20-790-00-01007,
Amendment No. Two

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Public Safety, hereinafter referred to as the "Procuring Agency," and 3M Cogent, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

1. Exhibit A -- Scope of Work.
   a. Deliverable Four is changed to now read:

<table>
<thead>
<tr>
<th>Deliverable Four</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Post Installation Support</td>
<td>Upon implementation of Livescan as a Service</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee collection and reconciliation</td>
<td>Sub 1</td>
<td>• The contractor will collect fees in accordance with the following requirements:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 3M Cogent - $8.30</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Dept. of Public Safety - $44.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Dept. of Health - $33.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Agency fees will be deposited within 24 hours of collection as required by state statute.</td>
</tr>
</tbody>
</table>

All other articles and deliverables of the original contract remain the same.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: [Signature]  Date: 10/21/13  
Gorden R. Eden, Jr., Cabinet Secretary  
Department of Public Safety

By: [Signature]  Date: 10/17/13  
Isam Saleh  
Vice President, Business Development  
3M Cogent

By: [Signature]  Date: 10/4/13  
Ron Burton, Chief Information Officer  
Department of Public Safety

Approved for legal sufficiency:

By: [Signature]  Date: 10/21/13  
Rosemary P. McCourt, Deputy Chief Counsel  
Department of Public Safety

By: [Signature]  Date: 10/21/13  
Kathy Griego, Chief Financial Officer  
Department of Public Safety
The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: 03-255429-00-0

By: Budget
Date: 10-24-13
Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: Darryl Ackley, State CIO and Cabinet Secretary
Date: 11-07-13
Department of Information Technology

This Agreement has been approved the State Purchasing Agent:

By: Purchasing Agent for the State of New Mexico
Date: 11-07-13
State of New Mexico  
General Services Department  
Purchasing Division  

Contract Amendment

Awarded Vendor:  
0000097742  
3M Cogent Inc.  
5025 Bradenton Avenue, Suite A  
Dublin, Ohio 43017  
Telephone No.: (614) 726-3315

Contract Number: 20-790-00-01007

Contract Amendment No.: One

Term: November 20, 2012 – November 18, 2017

Procurement Specialist: Debra Saiz

Telephone No.: (505) 827-0521

Ship to:  
New Mexico Department of Public Safety  
4491 Cerrillos Road  
PO Box 1628  
Santa Fe, New Mexico 87504-1628

Invoice:  
Same as “Ship To”

For questions regarding this Contract please contact:  
Ron Burton (505) 827-3353

Title: LiveScan Fingerprinting Services

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from November 20, 2012, to November 18, 2017, at the same price, terms and conditions (see attached).

The provisions of the Contract shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/11/13
State of New Mexico

Department of Public Safety

Information Technology Agreement
Contract No. 20-790-00-01007
Amendment No. One

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Public Safety, hereinafter referred to as the "Procuring Agency," and 3M Cogent, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

6. Term
   THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL SIGNED BY THE DoIT AND THE STATE PURCHASING AGENT.

   This Agreement term shall be extended and shall terminate November 18, 2017, unless terminated pursuant to paragraph 7, infra, with three (3) remaining optional 1-year extensions for a total of 8 years.

   All other articles and deliverables of the original contract remain the same.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: [Signature]
Name: Gorden E. Eden, Jr.
Title: Cabinet Secretary
Department of Public Safety
Date: 9/18/13

By: [Signature]
Name: Isam Saleh
Title: Vice President, Business Development
3M Cogent
Date: 9/13/2013

By: [Signature]
Name: Ron Burton, Chief Information Officer
Department of Public Safety
Date: 9/17/13

Approved for legal sufficiency:

By: [Signature]
Name: Rosemary P. McCourt, Deputy Chief Counsel
Department of Public Safety
Date: 9/17/13

By: [Signature]
Name: Kathy Griego, Chief Financial Officer
Department of Public Safety
Date: 9/18/13

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: 03-255429-00-

By: [Signature]
Name: Sharon Kain
Title: Taxation & Revenue Department
Date: 9-24-13
Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: ___________________________ Date: ____________
Darryl Ackley, State CIO and Cabinet Secretary
Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: ___________________________ Date: ____________
Purchasing Agent for the State of New Mexico
State of New Mexico
General Services Department

Contract

Awarded Vendor
000097742
3M Cogent Inc.
5025 Bradenton Avenue, Suite A
Dublin, Ohio 43017

Telephone No. (614) 726-3315

Contract Number: 20-790-00-01007

Payment Terms: See Contract

F.O.B.: See Contract

Delivery: See Contract

Ship To:
New Mexico Department of Public Safety
4491 Cerrillos Road PO Box 1628
Santa Fe, New Mexico 87507-1628

Invoice:
Same as "Ship To"

For questions regarding this contract please contact:
Ron Burton (505) 827-3353

Procurement Specialist: Laura Bollnehmen
Telephone No.: (505) 827-6610

Title: LiveScan Fingerprinting Services

Term: November 20, 2012 thru November 19, 2016

This Contract is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Contract.

Accepted for the State of New Mexico

Date: 11/20/12

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
STATE OF NEW MEXICO  
DoIT/DFA Small Contract  

INFORMATION TECHNOLOGY PROFESSIONAL SERVICES AGREEMENT  

DEPARTMENT OF PUBLIC SAFETY  
Contract Number: 20-790-00-01007  

THIS INFORMATION TECHNOLOGY AGREEMENT is made by and between the State of New Mexico, Department of Public Safety, hereinafter referred to as the “Procuring Agency” and 3M Cogent hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”. 

WHEREAS, all terms and conditions of the RFP Number 20-790-00-01007 Statewide Outsourced Livescan Fingerprinting Services and the Contractor’s response to such document(s) are incorporated herein by reference; and 

WHEREAS, all parties agree that, pursuant to the Procurement Code, 1.4.1.52 et. seq. the total amount of this Agreement is $50,000.00 or less, excluding taxes. 

IT IS, THEREFORE, MUTUALLY AGREED BETWEEN THE PARTIES: 

1. Scope of Work 

   The Contractor shall provide the following services, more fully described in Exhibit A. 

   Performance Measures, default by Contractor -- Contractor shall substantially perform the Performance Measures fully described in Exhibit A. 

   In the event the Contractor fails to obtain the results as set forth in Exhibit A, the Procuring Agency may provide written notice to the Contractor of the default and specify a reasonable period of time, no more than ten (10) business days, in which the Contractor shall advise the Procuring Agency of specific steps it will take to achieve these results in the future and the timetable for implementation. Nothing in this subparagraph shall be construed to prevent the Procuring Agency from exercising its rights pursuant to Paragraph 7 below. 

2. Performance Schedule 

   The due dates set forth in Exhibit A shall not be altered or waived by the Procuring Agency without prior written approval by the Executive Level Representative, the individual empowered with authority to represent and make decisions on behalf of the Procuring Agency’s representative. 

3. Acceptance 

   A. Submission. Upon completion of agreed upon Deliverables as set forth in Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Agency Project Manager or designated Agency
representative. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Paragraph 4 and Exhibit A.

B. **Acceptance.** In accord with Section 13-1-158 NMSA 1978; the Executive Level Representative shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Agency. In order to Accept the Deliverable, the Agency Representative, in collaboration with the Agency Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1.) Complies with the Deliverable requirements as defined in Exhibit A;
2.) Complies with the terms and conditions of this Agreement;
3.) Meets the performance measures for the Deliverable(s) and this Agreement;
4.) Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable, the Agency Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) business days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

C. **Rejection.** Unless the Agency representative gives notice of rejection within the fifteen (15) day business day Acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) days from the date the Agency Representative receives the Deliverable(s) and accompanying Payment Invoice, the Agency Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) business days to resubmit the Deliverable to the Agency Representative with all appropriate corrections or modifications made and/or addressed. The Agency Representative will again determine whether the Deliverable(s) is Acceptable and provide a written determination as soon as possible, but within no more than fifteen (15) business days of receipt of the revised or amended Deliverable. If the Deliverable is still unacceptable and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Agency Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity.

4. **Compensation Schedule**

A. The Procuring Agency shall pay the Contractor based upon the fixed price deliverable, as described in Exhibit A, less retainage, if appropriate.

B. The Procuring Agency shall pay the Contractor upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder, and as agreed to by the parties. All invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of the contract. Invoices received after such date WILL NOT BE PAID.
C. The total compensation under this Agreement shall not exceed zero dollars ($0.00).

5. Taxes

A. Payment of taxes for any money received under this Agreement shall be the Contractor’s sole responsibility.

B. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall not be paid by the Procuring Agency to the Contractor.

6. Term

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL SIGNED BY THE DoIT AND THE STATE PURCHASING AGENT.

This Agreement shall terminate four years after date of last signature below, unless terminated pursuant to paragraph 7, infra, with four optional 1-year extensions for a total of 8 years.

7. Termination

A. General. This Agreement may be terminated by either of the parties upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination.

B. Appropriations. By the Procuring Agency, if required by changes in State or Federal law, or because of Court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico Legislature for the performance of this Agreement. The Procuring Agency’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency terminates this Agreement pursuant to this subsection, the Procuring Agency shall use its best efforts to provide the Contractor written notice of such termination at least fifteen (15) business days prior to the effective date of the termination. By termination pursuant to this section, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE PROCURING AGENCY AND THE STATE OF NEW MEXICO CAUSED BY THE CONTRACTOR’S DEFAULT OR BREACH OF THE AGREEMENT.

8. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of the Agreement. The Contractor
acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

9. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

10. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency.

11. **Records and Audit**

The Contractor shall maintain, for three years, detailed time records, which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Procuring Agency and the State Auditor. The Procuring Agency shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive and/or illegal payments.

12. **Release**

The Contractor’s acceptance of final payment of the amount due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency.

14. **Product of Service – Copyright**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Procuring Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

15. **Conflict of Interest**
The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-13 NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

16. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

17. Merger

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

19. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

20. Employee Pay Equity Reporting

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or
PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

21. **Invalid Term or Condition**

If any term or condition of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected and shall be valid and enforceable.

22. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.
24. **Indemnification**

The Contractor shall defend, indemnify and hold harmless the Procuring Agency, the State of New Mexico and its’ employees from all actions, proceedings, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency, the Risk Management Division of the New Mexico General Services Department, and the Department of Information Technology (DoIT) by certified mail.

25. **New Mexico Employees Health Coverage**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000, $500,000 or $1,000,000, depending on the dollar value threshold in effect at that time.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: 
Date: 10/30/12

Gordon E. Eden, Jr. Cabinet Secretary or designee
Department of Public Safety

By: 
Date: 10/24/12

Isam Saleh
Vice President, Business Development
3M Cogent

By: 
Date: 10/29/12

Ron Burton, Chief Information Officer or designee
Department of Public Safety

Approved for legal sufficiency:

By: 
Date: 10/26/12

Rosemary P. McCourt, Deputy Chief Counsel or designee
Department of Public Safety

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: 03-255429-00-0

By: 
Date: 11/1/12

Taxation & Revenue Department
Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: [Signature]  Date: 11/14/12
Darryl Ackley, State CIO and Cabinet Secretary
Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: [Signature]  Date: 11/20/12
Purchasing Agent for the State of New Mexico
EXHIBIT A – SCOPE OF WORK

I. Purpose of the Agreement (including goals and objectives)

Statewide Outsourced LiveScan Fingerprinting Services

II. Performance Measures

A. Goals. The DPS has elected to provide statewide outsourced Livescan fingerprinting services for all applicant background checks in the State of New Mexico using one vendor selected by a competitive process by RFP.

Performance Measures in Scope of Work: Contractor shall supply hardware and software necessary to for the applicant background check service for the State of New Mexico at no cost to the State of New Mexico.

Improve services provided to New Mexico citizens and agencies by implementing systems which support the provision of timely, accurate information to allow practitioners to make informed decisions regarding their safety and the safety of New Mexico’s citizens.

B. Objectives. The implementation of an outsourced fingerprinting service solution for the State of NM offers the potential for realizing significant benefits to business operations and citizen services, because it can be used to improve business practices, processes, structures, and service methods.

C. Activities. The Contractor shall provide professional services and perform the activities described in the Scope of Work and associated Deliverables below to include:

- Deliver essential functionality and capabilities as a part of its proposed offering in accordance with the provision and requirements stated in the RFP #20-790-00-01007, which include but are not limited to the following:
  - Setup of Livescan equipment across the state
  - Applicant scheduling.
  - FP capture.
  - Data exchanges/interfaces.
  - Reconciliation/processing of fees.
  - Technical infrastructure and capabilities.
- Acquisition of all required expert services to ensure successful implementation of the Applicant Livescan Background Check as a Service.
III. Deliverables

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor’s obligation is to perform and deliver the Deliverable as described in the following sections.

A. Implementation Plan

<table>
<thead>
<tr>
<th>Deliverable One</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation Plan</td>
<td>November 15, 2012 or 2 weeks from signing of the contract whichever is latest</td>
<td>N/A</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation Plan</td>
<td>Sub 1 1.</td>
<td>Prepare and deliver an implementation plan</td>
</tr>
</tbody>
</table>

B. Install Livescans in service locations and Train Operators

<table>
<thead>
<tr>
<th>Deliverable Two</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Livescans</td>
<td>February 15, 2013 or 90 days from signing of the contract whichever is latest</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation of Livescans in service locations</td>
<td>Sub 1</td>
<td>The Contractor shall document and report the progress of the installations in service areas</td>
</tr>
<tr>
<td></td>
<td>Sub 2</td>
<td>The Contractor will provide DPS with a schedule of completed service centers</td>
</tr>
<tr>
<td></td>
<td>Sub 3</td>
<td>The Contractor will update documentation to reflect changes made to the system as a result of problem resolution.</td>
</tr>
</tbody>
</table>
### C. Post Installation of Livescans

<table>
<thead>
<tr>
<th>Deliverable Three</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Post Installation Support</td>
<td>Upon implementation of Livescan as a Service</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
</table>
| Ongoing Support    | Sub 1     | The Procuring Agency will assign one of four levels of priority to each request:  
|                   |           | - **Priority 1** is the most severe program error and represents a situation where mission critical features and functions of the Livescan are unavailable and no practical alternate mode of operation is available. Priority 1 problems will be corrected or a solution will be provided by Contractor for corrective action within **two (2) hours**.  
|                   |           | - **Priority 2** indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 problems will be corrected or a plan will be provided by the Contractor for corrective action within [modify as appropriate - **one (1) Business Day(s)**].  
|                   |           | - **Priority 3** is the normal “next-in-line” problem priority assignment. At this level, requests are worked on in the order in which they are received. Priority 3 problems will be corrected or a plan will be provided by Contractor for corrective action within [modify as appropriate - **ten (10) Business Days**]. |

<table>
<thead>
<tr>
<th>Deliverable Four</th>
<th>Due Date</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Post Installation Support</td>
<td>Upon implementation of Livescan as a Service</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Sub Tasks</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee collection and reconciliation</td>
<td>Sub 1</td>
<td></td>
</tr>
</tbody>
</table>
|                   |           | - The contractor will collect fees in accordance with the following requirements:  
|                   |           | - 3M Cogent - $8.30  
|                   |           | - Dept. of Public Safety - $33.00  
|                   |           | - Dept. of Health - $32.00  
|                   |           | Agency fees will be deposited within 24 hours of collection as required by state statute. |