



Sole Source or Sole Brand Acquisition Certification

Type 2
Signature On File

Acquisition Type (check one): Sole Source Sole Brand

State Agency: Department of Corrections 131

Supplier Name: Data Recognition Corporation

Supplier Address: 13490 Bass Lake Road, Maple Grove, MN 55311

Supplier Telephone: 800-538-9547 Supplier e-mail: customer_service_ind@ctb.com

I hereby affirm that pursuant to the provisions of the attached requisition or contract that (name of supplier)
Data Recognition Corporation is the only person or business entity singularly qualified

to provide the acquisition, and if a product is the only brand or product which is unique, for the following reasons:

T.A.B.E. (Tests of Adult Basic Education) tests are the core assessment instruments utilized statewide by the DOC to measure reading, math, and language skills of inmates as required by policy OP-090107. Oklahoma's approved assessments are standardized, valid, reliable, and approved for use by OCTAE (Office of Career and Technical Education) and determined suitable by the U. S. Department of Education

The following is a brief description of all efforts which were made to verify that the services or products to be purchased pursuant to the provisions of the attached requisition or contract qualify as a sole source or sole brand acquisition:

None

A court order requiring the purchase of specific products or services but which does not specify a brand or supplier shall not substitute for the certification required by this subsection or otherwise invalidate the acquisition procedures required pursuant to the Oklahoma Central Purchasing Act.

Any chief administrative officer of a state agency affirming the certification required by this subsection who knows the information to be false shall be deemed guilty of perjury and upon conviction shall be punished by fine or by imprisonment or both fine and imprisonment pursuant to law. Upon conviction or upon entering a plea of nolo contendere pursuant to this paragraph, the chief administrative officer shall immediately forfeit his or her position and shall be ineligible for appointment to or employment in the state service for a period of five (5) years after entering a plea of nolo contendere or being convicted.

I understand that the signing of this certification knowing such information to be false may subject me to
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For agency use only:
Signature _____ Name and Title [Print] _____



Purchase Order

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Department of Corrections
DEPARTMENT OF CORRECTIONS
3400 MARTIN LUTHER KING AVE
OKLAHOMA CITY OK 731360400

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Payment Terms	Freight Terms	Ship Via	
0 Days	Free on board at Destination	Common	
Buyer	Phone	Currency	
Randy Pogue	405/425-2638	USD	

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MEDICAL SERVICES
2901 CLASSEN BLVD.-SUITE 200
OKLAHOMA CITY OK 731065438

Supplier: 0000069738
DATA RECOGNITION CORPORATION
13490 BASS LAKE RD
MAPLE GROVE MN 55311-3634

Tax Exempt? Y Tax Exempt ID: 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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1- 1	86111600 /	Tests of Adult Basic Education (TABE)	1.0000	EA	25,000.0000	25,000.00	01/01/2016
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Total PO Amount 25,000.00

COMMENTS:

Sole source. Indefinite Quantity Contract.

Contract Period: January 1, 2016 to December 31, 2016 with nine one-year options to renew at same terms and conditions

Agreement Period: January 1, 2016 to December 31, 2025

Billing Contact: Loren Devine
Phone: 405-962-6168
Fax: 405-962-6102

DIVISION CONTACT: Janet Bolton
PHONE: 405-962-6154

1. Definition of the requirement (Specific description of what is being bought); Tests of Adult Basic Education (TABE) tests
2. Analysis of existing agency resources (Verification that the item needed is not available from internal DOC resources); Not available from existing agency resources
3. Objective of the acquisition (Specific description of the purpose, or why the item is needed); The TABE tests are the core assessment instruments utilized statewide by the DOC to measure reading, math, and language skills of inmates as required by policy OP-090107. Oklahoma's approved assessments are standardized, valid, reliable, and approved for use by OCTAE (Office of Career and Technical Education) and determined suitable by the U. S. Department of Education.
4. Evaluation of the procurement methods to determine the optimum process for the agency need (Verification that proper procurement method, in accordance with state purchasing requirements, has been identified, i.e. Direct Order, Release, Authority Order, Interagency or Bid); Sole Source
5. Development of the specifications or statement of work that maximizes reasonable competition (If acquisition requires bidding, confirmation that specifications have been developed that are non-restrictive and will maximize competition); N/A - Sole Source
6. Pertinent information (Description of any other details or information that is needed to support the acquisition); TABE is mandated for use in ABE programs in the state by the Oklahoma Department of Education.
7. Labor (Description of any labor that will be involved with the acquisition, including who will be doing the labor [i.e., Offender labor, Staff Labor, Contractor Labor or No Labor]); No labor and
8. Total project (Description of the "known quantity" of the item needed. And if the acquisition is part of a larger project, the estimated total project amount, how much has been spent to date and what procurement method was used). Indefinite quantity contract

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9. Impact on agency/unit if denied. The agency would be in jeopardy of losing federal grant funds, which are used to provide student and staff equipment and supplies for the education units at all maximum, medium and minimum facilities. The TABE are utilized to determine placement into Literacy, Adult Basic Education, or High School Equivalency prep classes. Without the TABE exam, placements into class cannot be made. Federal funding from ABE, Title I and IDEA is based on participation and usage. Loss of TABE examination means that placement into education slows to a halt, impacting future funding cycles.

NOTICE TO VENDORS:

Effective February 15, 2005, all tobacco and tobacco-like products are considered contraband and are not allowed at any medium or maximum security correctional facilities. Effective November 25, 2008, all electronic communication devices are considered contraband and are not allowed at any medium or maximum security correctional facilities. Vendors and delivery drivers should call ahead to the destination facility prior to meetings or deliveries, if you have questions regarding this policy.

TERMINATION FOR CAUSE: The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from DOC. The State may terminate the Contract for default or any other just cause upon a 30- day written notification to the supplier. 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 DOC determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

TERMINATION FOR CONVENIENCE: The State may terminate the Contract, in whole or in part, for convenience if DOC determines that termination is in the State's best interest. The agency 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 agency. 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.

FUNDING: Due to possible future reductions in State and/or Federal appropriations, the Department cannot guarantee the continued availability of funding for this contract. In the event funds to finance this contract become unavailable, either in full or in part, due to such reductions in appropriations, the Department may terminate or reduce the contract in consideration and upon notice in writing to the Vendor. The Department shall be the final authority as to the availability of funds. In the event of non-appropriation or discontinuance of funding for this contract, the Vendor will be paid for products and/or services provided up to the effective date of termination.

SECURITY. Contractors employees, agents, and representatives shall comply with all security and identification procedures at DOC facilities. DOC is responsible for alerting Contractor to these requirements prior to the commencement of work.

Security requirements may include, but are not limited to:

Identification: All employees, agents, and representatives of the Contractor, while working on State property, shall carry or display acceptable identification.

Vehicle Security: Drivers must turn off vehicle motors and lock cab doors whenever their truck is unattended. Trucks shall be searched prior to entry and exit, causing up to a 30 minute delay each way.

OFFENDER CONTACT: Contractors employees, agents, and representatives shall minimize interaction with

Authorized Signature



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offenders or patients, and shall report any verbal contact to DOC facility security staff before leaving the site.

SUBJECT TO SEARCH: All persons, vehicles, packages and equipment entering a DOC facility are subject to search. Persons are typically pat searched and required to clear metal detection devices.

Packages, briefcases, purses, etc., searched with x-ray equipment. Drug K-9 may also be used to search persons, vehicles, packages, and equipment.

CONTRABAND: Contractors employees, agents, and representatives shall not have any weapons (including jack knives or box cutters), cell phones, pagers, drugs, tobacco products or any item deemed by facility to be potential contraband. Correctional officers can hold these items for delivery drivers at the delivery sally-port and return them as the driver exits the grounds. Any illegal items shall not be returned and shall be reported to local law enforcement.

SECURITY CLEARANCE: Contractors employees, agents, and representatives who enter secure facilities shall have prior approval to enter from facility security staff, generally involving a background check to ensure that they are not convicted felons. The Contractor shall submit background check requests a minimum of two weeks prior to arriving at the facility. At the facilities discretion, Contractor shall comply with any requests to reassign a Contractor employee, agent, or representative, whether or not the individual has passed the background check if it is determined by facility that there is a security concern.

TOBACCO USE PROHIBITED. The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned or under the control of DOC, including parking lots owned or under the control of DOC.

SERVICE JUSTIFICATION:

The State Official signing this requisition affirms any contract resulting from this request shall comply with the following:

- A. No employee of the state agency is able and available to perform the services to be provided pursuant to the contract.
- B. The state agency shall receive, review and accept a detailed work plan from the supplier for performance pursuant to the contract if requested by the State Purchasing Director.
- C. The state agency has developed, and fully intends to implement, a written plan providing for the assignment of specific state agency personnel to:
 - 1) Monitoring and auditing supplier performance,
 - 2) The periodic review of interim reports, or other indications of performance, and
 - 3) If requested by the State Purchasing Director, the ultimate utilization of the final product of the nonprofessional or professional services.
- D. The work to be performed under the contract is necessary to the state agency's responsibilities, and there is statutory authority to enter into the contract.
- E. The contract will not establish an employment relationship between the state or the state agency and any persons performing under the contract.
- F. No current state employee will engage in the performance of the contract, unless specifically approved by the State Purchasing Director.
- G. The purchase of the nonprofessional or professional services is justified, and
- H. The contract contains provisions that are required by 74 O.S. Section 85.41.

NOTE:

This requisition for services, in accordance with 74 O.S. Section 85.4.E.1, must be signed by the Chief Administrative Officer of the State agency or the Chief Administrative Officer of the requisitioning unit.

Authorized Signature



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Account Code: 536230
Department: 5151101
Unit: Program Services
Funding: 19630
Year: FY16

Authorized Signature