



Acquisition Type (check one): Sole Source Sole Brand

State Agency: Department of Corrections

Supplier Name: LSG Solutions, LLC

Supplier Address: 501 E. 15th St., STE 200B, Edmond, OK 73013-5035

Supplier Telephone: 405-285-2500

Supplier e-mail:

I hereby affirm that pursuant to the provisions of the attached requisition or contract that (name of supplier) LSG Solutions, LLC 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:

LSG Solutions, LLC was selected as the vendor for this Oracle project in FY2012 from ITSW216 – Oracle Services. The project is the custom development of software to manage the sex offender registration process. Requirements included using the Oracle APEX framework and maintaining existing data structure from the previous system where feasible. The software application was designed specifically to comply with both the federal and state statutes governing sex offender registration and notification. It is nearly complete with the exception of new requirements by the federal office of Sex Offender Management and Registration Tracking (SMART), technical upgrades and ongoing maintenance. To change vendors at this point in the project would cause an unnecessary and unreasonable delay in completion and additional costs to bring new contractors up to date on business requirements, system design, database architecture and work flow. This project is funded with Dept. of Justice Grant Funds.

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:

The cost to the state to bring another vendor up to date on the system as it is would prohibitive and would cause the project to exceed the allocated budget. All three of the previous phases of this project were done under statewide contract SW116 which expired on 03/03/15. A new statewide contract has been established (SW1025) however, it requires the solicitation of quotes from multiple vendors creating unnecessary delays, risk of grant funds expiring and additional costs. Therefore OMES ISD buyer advised of the option of the sole source follow on contract as a viable option in this situation.

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 punishment for perjury.

Signature On File

Additional Signatures for Requisitioning Agency, if necessary:

Title, Signature and Date

Title, Signature and Date

For agency use only:

Signature

Name and Title [Print]



Purchase Order

Dispatch via Print

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

Supplier: 0000212109
LSG SOLUTIONS LLC
501 E 15TH ST STE 200B
EDMOND OK 73013-5035

Purchase Order	Date	Revision	Page
1319063853	09/02/2016		1
Payment Terms	Freight Terms	Ship Via	
0 Days	Free on board at Destination	Common	
Buyer	Phone	Currency	
Randy Pogue	405/425-2638	USD	

Ship To: DEPARTMENT OF CORRECTIONS
GRANTS UNIT
2901 N. CLASSEN BLVD, SUITE 200
OKLAHOMA CITY OK 73106

Bill To: DEPARTMENT OF CORRECTIONS
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OKLAHOMA CITY OK 73106

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	80101507 /	Administrative Services: Project Manager Levels 1, 2 and 3	1.0000	A8	44,844.2700	44,844.27	07/01/2016
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COMMENTS:
Line 1 \$10,809.27
SOR 12-001

Line 2 - \$34,035
SOR 15-001

Total PO Amount 44,844.27

COMMENTS:
Release from SW1025
Sole Source vendor LSG Solutions

Contract period: 7-1-16 thru 6-30-17

Previous PO: FY16 1319062002 (contract expired)

FY17

Line 1 will be for SOR12-001 (2012 DS-BX-0005) and have \$10,809.27 available
Line 2 will be for SOR15-001 (2015 DS-BX-0008) and have \$34,035.00 available.

JUSTIFICATION:

1. Definition of the requirement (Specific description of what is being bought); Database consulting services, for building new sex offender registry.
2. Analysis of existing agency resources (Verification that the item needed is not available from internal DOC resources); NO
3. Objective of the acquisition (Specific description of the purpose, or why the item is needed); To spend grant funding in accordance with requirements of federal grant
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); Release
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
6. Pertinent information (Description of any other details or information that is needed to support the acquisition); N/A
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]); and N/A
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

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to date and what procurement method was used). N/A
9. Impact on agency/unit if denied. Sex Offender Registry would not be completed.

Vendor Contact: Alan Sheppard, Director
LSG Solutions - alan@lsgsolutions.com
Phone: 405-285-2500

Project Contact: Lisa Burlingame
Phone: 918-625-3431

BILLING CONTACT: Kristi Wingo, Accountant
PHONE: 405-962-6108
FAX: 405-962-6102
trsaccounting@doc.ok.gov

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

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 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.

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Pursuant to 74 O.S. §85.7d and OAC 580:16-7-56 electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ('Standards') after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

Account Code:515400
Department: 8810884
Unit: Grants & SORNA
CFDA: 167380000
Funding: 43000
Year: FY17

Signature On File