



State of Oklahoma
 Department of Central Services
 Central Purchasing

Sole Source or Sole Brand
 Acquisition Certification
 74 O.S. § 85.45j

Signature on file

TYPE A

Acquisition Type (check one): Sole Source Sole Brand

State Agency: Oklahoma Department of Corrections (131)

Supplier Name: Knuth Machine Tools

Supplier Address: 590 Bond Street

Supplier Telephone: 847-415-333

I hereby affirm that pursuant to the provisions of the attached requisition or contract that (name of supplier) Knuth Machine Tools 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:

This acquisition is for 1000 hour maintenance of recently purchased laser cutter. Maintenance is required to keep equipment warranty in effect. Failure to perform this maintenance will void the warranty on this \$350,000 laser cutter.

SEE ATTACHED LETTER.

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 laser cutter was purchased from Knuth Machine Tools through WW Grainger. Knuth Machine Tools is the manufacturer of the equipment and requires their personnel to perform this maintenance.

I understand that the signing of this certification knowing such information to be false may subject me to punishment for perjury. Signature on file

 Chief Administrative Officer Signature

ROBERT PATTON
 Chief Administrative Officer Name

5/15/14
 Date

Additional Signatures for Requisitioning Agency, if necessary:

Signature on file

CHARLIE GROVES, Bus. Svcs Coord 4/17/14
 Signature & Date

 [Type Title] Signature & Date

KNUTH Machine Tools USA, Inc.



Tel. (847) 415-3333
Fax (847) 415-2402
info@knuth-usa.com

KNUTH Machine Tools USA, Inc.
590 Bond St. • Lincolnshire, IL 60069

Oklahoma Correctional Industries

129 Conner Road

Hominy OK 74035

RE: Knuth Laser Jet 1525 Service

To All Personnel,

In reference to the machine listed above, Knuth Machine Tools, USA is the sole supplier of parts and service for the USA. Any third party service or parts will void the machine warranty.

Steve Gutman

Regional Sales Manager

Knuth Machine Tools, USA



All sales are subject to our General Terms and Conditions (go to www.knuth-usa.com).

Sold items remain the property of KNUTH until paid in full.

Bank / Wire Info

US Bank
800 S. Wheeling Rd
Wheeling, IL 60090

Routing #: 071904779
Account #: 199370473985
Swift: USBKUS44IMT

Headquarters and Shipping Address

KNUTH Machine Tools USA
590 Bond St • Lincolnshire, IL 60069
Tel. (847) 415-3333
Tax ID No.: 20-0118592

E-Mail: info@knuth-usa.com • Internet: www.knuth-usa.com



Purchase Order

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

Vendor: 0000375458
 KNUTH MACHINE TOOLS USA
 590 BOND ST.
 LINCOLNSHIRE IL 60069

Dispatch via Print

Purchase Order 1319058552	Date 05/15/2014	Revision	Page 1
Payment Terms 0 Days	Freight Terms Free on board at Destination	Ship Via Common	
Buyer Randy Pogue	Phone 405/425-2638	Currency USD	

Ship To: DEPARTMENT OF CORRECTIONS
 O C I - MANUFACTURING
 3402 N. MARTIN LUTHER KING AVE
 OKLAHOMA CITY OK 73111

Bill To: DEPARTMENT OF CORRECTIONS
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 OKLAHOMA CITY OK 73111

Tax Exempt? Y **Tax Exempt ID:** 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	73152101 /	MANUFACTURING EQUIPMENT MAINTENANCE SERVICES	1.0000	JA	7,740.5000	7,740.50	05/15/2014

1000 HOUR MAINTENANCE SERVICES OF LASER CUTTER PER ATTACHED QUOTE

Model: Knuth
 Make: SM1500MC
 SER#: 100101
 Install Date: 7-26-2013

Total PO Amount 7,740.50

COMMENTS:

JUSTIFICATION:

- DEFINITION OF THE REQUIREMENT: WHAT ARE WE BUYING? MAINTENANCE SERVICES
- ANALYSIS OF EXISTING AGENCY RESOURCES: IS THIS REQUIREMENT AVAILABLE ELSEWHERE IN THE AGENCY?
NO
- OBJECTIVE OF THE ACQUISITION: WHY DO WE NEED TO BUY THIS? TO MAINTAIN WARRANTY OF EQUIPMENT
- EVALUATION OF THE PROCUREMENT METHOD: WHAT PROCUREMENT METHOD WILL BE USED TO ACQUIRE THIS?
SOLE SOURCE
- DEVELOPMENT OF SPECIFICATIONS: IF BIDDING, ARE SPECS NON-RESTRICTIVE TO MAXIMIZE REASONABLE COMPETITION? N/A
- PERTINANT INFORMATION: LIST ANY OTHER INFORMATION NEEDED TO SUPPORT THE ACQUISITION.
MANUFACTURER OF EQUIPMENT REQUIRES 1000 HOUR MAINTENANCE TO MAINTAIN EQUIPMENT WARRANTY
- LABOR: DESCRIBE ANY LABOR THAT WILL BE INVOLVED WITH THE ACQUISITION INCLUDING WHO WILL BE DOING THE LABOR (I.E. INSTALLATION, START UP, INSPECTION) 1000 HOUR MAINTENANCE OF LASER CUTTER
- TOTAL PROJECT: IF THIS ACQUISITION IS PART OF A PROJECT, WHAT IS THE ESTIMATED TOTAL PROJECT AMOUNT? HOW MUCH HAS BEEN SPENT TO DATE AND THRU WHAT PROCUREMENT METHOD THE MONEY WAS SPENT (I.E. STATEWIDE CONTRACT - PURCHASE ORDER RELEASE OR SUPER P-CARD TRANSACTION; INTER/INTRA-AGENCY; OPEN MARKET BIDS; LOCAL PURCHASE ORDERS) N/A

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

Authorized Signature
Signature on file



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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 OF DISCONTINUANCE OF FUNDING FOR THIS CONTRACT, THE VENDOR WILL BE PAID FOR PRODUCTS AND/OR SERVICES PROVIDED UP TO THE EFFECTIVE DATE OF TERMINATION.

NOTICE TO VENDORS:

Security. Contractor's 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: Contractor's 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: Contractor's 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: Contractor's 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.

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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.

THIS IS AN ACQUISITION BY THE OKLAHOMA CORRECTIONAL INDUSTRIES AND THE AGRI-SERVICES PROGRAMS OF THE DEPARTMENT OF CORRECTIONS OF RAW MATERIALS, COMPONENT PARTS AND OTHER PRODUCTS, ANY EQUIPMENT EXCLUDING VEHICLES, AND ANY SERVICES EXCLUDING COMPUTER CONSULTANT SERVICES USED TO PRODUCE GOODS OR SERVICES FOR RESALE AND FOR THE PRODUCTION OF AGRICULTURAL PRODUCTS WHICH HAVE BEEN EXEMPTED FROM CENTRAL PURCHASING BY 74 O.S. 85.12.32.

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.

AGENCY CONTACT: GARY ALEXANDER 918-885-2850

BILLING CONTACT: JOHN LOOMIS 405-425-7533

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

Authorized Signature Signature on file
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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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