State of Oklahoma
Department of Central Services
Central Purchasing

Sole Source or Sole Brand Acquisition Certification

74 O.S. § 85.45i

Type 4

Signature on file

Acquisition Type (check one): ☒ Sole Source ☐ Sole Brand

State Agency: Department of Corrections

Supplier Name: Multi Health Systems, Inc.

Supplier Address: 3770 Victoria Park Avenue, Toronto, Ontario, Canada M2H 3M6

Supplier Telephone:

I hereby affirm that pursuant to the provisions of the attached requisition or contract that (name of supplier) Multi Health Systems, Inc. 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:

The Level of Service Inventory-Revised (LSI-R) is the sole intellectual property of Multi-Health Systems. This Risk/Need Assessment has become a mission essential tool for the Department of Corrections to evaluate offenders as they are sentenced from the courts to Community Sentencing, Probation and Parole, or facilities. These assessments form the basis for addressing the criminogenic needs of offenders.

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:

Since the Department of Corrections and Multi-Health have developed an on-going working relationship, conducted numerous evaluation and built an extensive data base which is being used to determine the effectiveness of this product and the treatment programs used to address the criminogenic needs of offenders and because the sole provide of the LSI-R, no other product was evaluated at this time. Due to the extensive data base and man hours, it would be to cost prohibited to DOC to seek any other product.

9TH AMENDMENT EXTENDS CONTRACT FOR THE PERIOD 07-01-2014 THRU 06-30-2015

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

6-12-14

Date

Additional Signatures for Requisitioning Agency, if necessary:

Signature on file

Signature & Date

5-29-14

[Type Title] Signature & Date

Purchase Order

CHANGE ORDER **Dispatch via Print**

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1319048706	06/30/2011	5 - 05/30/2014	1

Payment Terms	Freight Terms	Ship Via
0 Days	Free on board at Destination	Common

Buyer	Phone	Currency
David Williams	405/425-2636	USD

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

Ship To: DEPARTMENT OF CORRECTIONS
COMMUNITY SENTENCING DIV/BUSINESS MANAGER
3700 N. CLASSEN BLVD, STE 110
OKLAHOMA CITY OK 73118-2801

Vendor: 0000067724
MULTI-HEALTH SYSTEMS INC
PO BOX 950
NORTH TONAWANDA NY 14120-0950

Bill To: DEPARTMENT OF CORRECTIONS
COMMUNITY SENTENCING DIV/BUSINESS MANAGER
3700 N. CLASSEN BLVD, STE 110
OKLAHOMA CITY OK 73118-2801

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

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	43232403 / 1000023294	INTEGRATED SOFTWARE: Licensing Mgmt software	1.0000	EA	20,000.0000	20,000.00	06/30/2011

FY12 RENEWAL OF PO 1319029299
RENEWAL DATES: 7-1-11 THROUGH 6-30-12

INTEGRATED SOFTWARE LICENSE AGREEMENT

LICENSE FEE OF $31,200.00 ALLOWS DOC TO ENTER UP TO 30,000 LSI-R ASSESSMENT SCORES INTO THE LICENSEE DATABASE FOR ONE (1) TWELVE MONTH PERIOD (7-01-07- 6-30-08) WITH AN OPTION TO RENEW CONTRACT AT THE SAME TERMS AND CONDITIONS FOR ONE (1) TWELVE MONTH PERIOD.

FOR EACH ASSESSMENT SCORE IN EXCES OF THE MAXIMUM, DOC SHALL PAY MHS A ROYALTY OF $1.04.

2- 1	43232403 / 1000023294	INTEGRATED SOFTWARE: Licensing Mgmt software	1.0000	EA	20,000.0000	20,000.00	07/01/2012

CONTRACT PERIOD: 7-1-12 THROUGH 6-30-13
7TH AMENDMENT TO SOFTWARE LICENSE AGREEMENT
ORIGINAL CONTRACT PERIOD: 7-1-07 THROUGH 6-30-08

3- 1	43232403 / 1000023294	INTEGRATED SOFTWARE: Licensing Mgmt software	1.0000	EA	10,380.0000	10,380.00	09/10/2012

CO#2 ADDED LINE TO ALLOW PAYMENT OF FY12 INVOICES FOR OVERAGES FOR A TOTAL FY 12 OF $10,380.00 DV
09-10-12
UP
LICENSE FEE ALLOWS DOC TO ENTER LSI-R ASSESSMENT SCORES INTO THE LICENSEE DATABASE FOR ONE (1) TWELVE MONTH PERIOD. DOC WILL PAY MHS A ROYALTY OF $1.00.
THIS AMOUNT OF SERVICE IS ONLY PAYING FOR THE ROYALTY FEE. NOT A SOFTWARE PACKAGE

4- 1	85122103 / 1000013027	SERVICE: LSI-R Assessment	1.0000	EA	20,000.0000	20,000.00	06/12/2013

Eighth amendment to License Agreement extends contract for the period 7-1-13 thru 6-30-14.
Department number 5252100. Data entry in support of LSI-R testing.

5- 1	85122103 / 1000013027	SERVICE: LSI-R Assessment	1.0000	EA	8,083.0000	8,083.00	07/17/2013

Authorized Signature
Signature on file

Purchase Order

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Buyer	Phone	Currency
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Tax Exempt? Y **Tax Exempt ID:** 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
		CO#3 ADDED LINE TO ALLOW PAYMENT OF FY13 INVOICES FOR OVERAGES FOR A TOTAL FY 13 OF $8,083.00 DV 07-16-13 UP LICENSE FEE ALLOWS DOC TO ENTER LSI-R ASSESSMENT SCORES INTO THE LICENSEE DATABASE FOR ONE (1) TWELVE MONTH PERIOD. DOC WILL PAY MHS A ROYALTY OF $1.00. THIS AMOUNT OF SERVICE IS ONLY PAYING FOR THE ROYALTY FEE. NOT A SOFTWARE PACKAGE					
6- 1	85122103 / 1000013027	SERVICE: LSI-R Assessment	1.0000	EA	16,000.0000	16,000.00	05/30/2014

Ninth amendment to License Agreement extends contract for the period 7-1-14 thru 6-30-15.
Department number 5252100. Data entry in support of LSI-R testing.

Total PO Amount 94,463.00

COMMENTS:
****
BUYER CHANGED FROM JHALL01 TO DWILLIAMS04, PER ROBERT GOAD AT OSF. YEARLY AMOUNT IS UNDER AGENCY THRESHOLD, SO PO WILL BE DISPATCHED BY DOC FROM THIS POINT FORWARD. DAVID WILLIAMS 6-14-12
****

RENEWAL CONTRACT PERIOD: 7-1-11 THROUGH 6-30-12 THIS PO REPLACES 1319029299. ALL TERMS AND CONDITIONS REMAIN IN FULL EFFECT. NEW PO ISSUED TO REFLECT NEW UNSPSC CODES. 6/30/11 JHALL

Contract Period 07/01/2007 thru 06/30/2008

This purchase is subject to the provisions of the Oklahoma Central Purchasing Act, 74 OS 2001 Section 85.1 et seq.

Payment for goods and services by a state agency shall be made only after products have been provided or services rendered.

The State of Oklahoma is exempt from payment of sales tax.

All contracts with the State of Oklahoma are governed by the laws of Oklahoma. Venue for any action or claim shall be Oklahoma County, Oklahoma.
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AUDIT AND RECORDS CLAUSE: (a) 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 agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. (b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

Authorized Signature
Signature on file

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Buyer	Phone	Currency
David Williams	405/425-2636	USD

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Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date

DEBARMENT/SUSPENSION: In accordance with 31 USCA 6101, Executive Order 12549, the contractor certifies that they are not presently or have not in the last three (3) years been debarred, suspended or proposed for debarment, declared ineligible by any federal department or agency, or convicted of a fraud-related crime.

ORAL AGREEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation or contract. All modifications to the contract must be made in writing by the Dept. of Central Services.

To be billed in arrears.

"Purchase order number must appear on all invoices. If vendor fails to provide purchase order number, it may result in the delayed payment of the invoice."

The terms of this agreement and any purchase order issued for multiple years under this agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this agreement or in any purchase order or other document, a procuring agency may terminate its obligations under this agreement if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The procuring agency's decisions as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final and binding.

This contract shall be considered to be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract.

Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice.

"Any limitation of liability submitted by the vendor does not apply to the extent a court of competent jurisdiction (including any appellate court of final review) determines such limitation of liability violates Oklahoma law, in which case the specific limitation that the court determines is in violation of Oklahoma law shall be void."

ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY IN ACCORDANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1998, AS AMENDED. (Pursuant to Title 74, Section 85.7d and OAC 580: 15-6-22)
All electronic and information technology procurements, agreements, and contracts shall comply with Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the product, system or application developed and/or customized by the contractor from any claim arising out of the contractor's failure to comply with the aforementioned requirements.

The Contractor must provide with any offer, a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application development/customization by means of either completing a Voluntary Product Accessibility Template (VPAT) or other comparable document.

CHANGE ACCOUNT FROM TBD TO 531250 DV 07-27-10
CHANGE TBD TO 531250 DV 07-07-11

Authorized Signature
Signature on file

Purchase Order

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

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date

C/O BY DONNA VALADEZ TO ADD FY13 LINE DGW 6-14-12
ADD LINE3 FOR 10380.00FOR A TOTAL PO OF 50,380.00 DV 09-10-12. KRP 10/10/12.
ADD LINE 4 FOR 20.000.00 FOR FY 14 RENEWAL TOTAL PO IS 70380.00 DV 04-11-13 DGW 6-10-13

CO#3 ADDED LINE TO ALLOW PAYMENT OF FY13 INVOICES FOR OVERAGES FOR A TOTAL FY 13 OF $8,083.00 DV 07-16-13 DGW 7-22-13

CHHANGE ORDER TO ADD LINE 6 IN THE SUM AMOUNT OF OF 16,000.00 DV 05-29-14 DGW 6-12-14

Line 6 - checked amount only. DDouglas 6-4-14 DGW 6-12-14

Authorized Signature
Signature on file