



**State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division**

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

Type 4

Signature on file

Acquisition Type (check one): Sole Source Sole Brand
 State Agency: Oklahoma Department of Corrections
 Supplier Name: Centric Group LLC / ATG
 Supplier Address: 1260 Andes Blvd. St. Louis, Mo. 63132-1702
 Supplier Telephone: (515) 221-0095 Supplier E-mail: ATUL@A-T-G.COM

I hereby affirm that pursuant to the provisions of the attached requisition or contract that (name of supplier) Centric Group 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:

Centric Group, LLC developed and customized the current software for the offender banking system that included offender trust accounting, commissary operations and restitution accounting. This contract will be for maintenance and customization of the software currently in use. This software has been in use in the department since 1 July 2009. **Year 2 of 5 - 1st option to renew of a 5 year contract.**

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:

No efforts were made to seek other proposals from other vendors as it would be cost prohibitive for the agency at this time.

I understand that the signing of this certification knowing such information to be false may subject me to punishment for

Signature on file

Chief Administrative Officer Signature

ROBERT PATTON

Chief Administrative Officer Name (PRINT)

6-18-15
Date

Additional Signatures for Requisitioning Agency, if necessary:
Signature on file

6-12-2015
[Type Title] Signature & Date
Offender Banking Comptroller

[Type Title] Signature & Date



A Keefe Group Company

Mr. Leon Wilson
Oklahoma Department of Corrections
3400 Martin Luther King Ave.
Oklahoma City, OK 73136-0400

April 21, 2015

Dear Mr. Wilson,

Per the Department's standing annual request, listed below is the monthly maintenance fee for the Offender Banking System (OBS) for the year starting July 1, 2015. The annual maintenance fees are re-calculated each year by adding 5% (five percent) of each change order approved/delivered since the last update.

In the past year there has one change order (number 18) delivered for a total of \$39,554.00. This results in \$ 164.81 increase in monthly maintenance fees; the new monthly maintenance fee will be \$8,644.48.

Again, thank you for giving us the continued opportunity to provide services to the Oklahoma Department of Corrections.

Sincerely,

Signature on file

Atul Gupta



Purchase Order

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

Supplier: 0000260361
 CENTRIC GROUP LLC
 ADVANCED TECHNOLOGIES GROUP LLC
 1601 48TH ST STE 220
 WEST DES MOINES MO 50266-6722

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

CHANGE ORDER

Dispatch via E-Mail

Purchase Order 1319060471	Date 02/09/2015	Revision 4 - 07/06/2015	Page 1
Payment Terms 0 Days	Freight Terms Free on board at Destination		Ship Via Common
Buyer Kim Charbeneau (090)	Phone 405/522-4549	Currency USD	

Ship To: See Detail Below

Bill To: DEPARTMENT OF CORRECTIONS
 FINANCE & ACCOUNTING
 3400 N. MARTIN LUTHER KING AVE
 OKLAHOMA CITY OK 73114298

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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1-	1	81112201 /	4.0000	MO	8,479.6700	33,918.68	02/09/2015
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SERVICE: SOFTWARE SUPPORT SERVICE
 Attn: Not Specified
 Ship To: 131FA
 DEPARTMENT OF CORRECTIONS
 FINANCE & ACCOUNTING
 3400 N. MARTIN LUTHER KING AVE
 OKLAHOMA CITY OK 73114298

<< OFFENDER BANKING SYSTEM SOFTWARE MAINTENANCE & SUPPORT

JULY 1, 2014 - JUNE 30, 2015 >>

The monthly maintenance fee shall be \$8,479.67 per month and shall be a fixed price for the initial contract period of July 1, 2014 thru June 30, 2015.

Each software enhancement must be mutually agreed upon in writing by the DOC and Contractor prior to performance and will be considered a Change Order and Amendment to this contract. DOC shall pay the mutually agreed upon cost of each Change Order upon receipt of a proper invoice.

At the end of each one year contract period ("the ending year") the monthly maintenance fee shall be re-calculated for the new one year option contract period ("the new year"). The monthly fee for the new year shall be calculated as the monthly fee in the ending year plus 5% (five percent) of the cost of Change Orders that were approved and delivered in the ending year.

Once the monthly maintenance fee has been recalculated for the new year, it shall remain a fixed price for the entire new year.

2-	1	81111702 /	1.0000	YR	100,000.0000	100,000.00	02/09/2015
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SOFTWARE: SYSTEM SOFTWARE
 CUSTOMIZATION
 Attn: Not Specified

Authorized Signature
 Signature on file



Purchase Order

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

Supplier: 0000260361
CENTRIC GROUP LLC
ADVANCED TECHNOLOGIES GROUP LLC
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WEST DES MOINES MO 50266-6722

CHANGE ORDER

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
1319060471	02/09/2015	4 - 07/06/2015	2
Payment Terms	Freight Terms	Ship Via	
0 Days	Free on board at Destination	Common	
Buyer	Phone	Currency	
Kim Charbeneau (090)	405/522-4549	USD	

Ship To: See Detail Below

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FINANCE & ACCOUNTING
3400 N. MARTIN LUTHER KING AVE
OKLAHOMA CITY OK 73114298

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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OKLAHOMA CITY OK 73114298

<< OFFENDER BANKING SYSTEM SOFTWARE CUSTOMIZATIONS AS REQUIRED BY OPERATIONAL CHANGES WITHIN THE AGENCY

JULY 1, 2014 - JUNE 30, 2015 >>

3- 1	81112201 /	SERVICE: SOFTWARE SUPPORT SERVICE	12.0000	MO	8,644.4800	103,733.76	07/06/2015
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Attn: Debra Leistner
Ship To: 13104
DEPARTMENT OF CORRECTIONS
INFORMATION TECHNOLOGY UNIT
3400 N. MARTIN LUTHER KING AVE
OKLAHOMA CITY OK 73111-4298

OFFENDER BANKING SYSTEM SOFTWARE MAINTENANCE & SUPPORT

CONTRACT PERIOD: JULY 1, 2015 - JUNE 30, 2016

EXERCISING 1ST OPTION TO RENEW OF A FIVE YEAR CONTRACT

The monthly maintenance fee shall be \$8,644.48 per month and shall be a fixed price for the contract period.

Each software enhancement must be mutually agreed upon in writing by the DOC and Contractor prior to performance and will be considered a Change Order and Amendment to this contract. DOC shall pay the mutually agreed upon cost of each Change Order upon receipt of a proper invoice.

Authorized Signature
Signature on file



Purchase Order

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

Supplier: 0000260361
 CENTRIC GROUP LLC
 ADVANCED TECHNOLOGIES GROUP LLC
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CHANGE ORDER		Dispatch via E-Mail	
Purchase Order	Date	Revision	Page
1319060471	02/09/2015	4 - 07/06/2015	3
Payment Terms	Freight Terms	Ship Via	
0 Days	Free on board at Destination	Common	
Buyer	Phone	Currency	
Kim Charbeneau (090)	405/522-4549	USD	
Ship To: See Detail Below			

Bill To: DEPARTMENT OF CORRECTIONS
 FINANCE & ACCOUNTING
 3400 N. MARTIN LUTHER KING AVE
 OKLAHOMA CITY OK 73114298

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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Once the monthly maintenance fee has been recalculated for the new year, it shall remain a fixed price for the entire new year.

4- 1	81111702 /		SOFTWARE: SYSTEM SOFTWARE CUSTOMIZATION	1.0000	YR	100,000.0000	100,000.00	07/06/2015
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Attn: Debra Leistner
 Ship To: **13104**
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INFORMATION TECHNOLOGY UNIT
3400 N. MARTIN LUTHER KING AVE
OKLAHOMA CITY OK 73111-4298

OFFENDER BANKING SYSTEM SOFTWARE CUSTOMIZATIONS AS REQUIRED BY OPERATIONAL CHANGES WITHIN THE AGENCY

CONTRACT PERIOD: JULY 1, 2015 - JUNE 30, 2016

EXERCISING 1ST OPTION TO RENEW OF A FIVE YEAR CONTRACT

Total PO Amount 337,652.44

COMMENTS:

02/09/2015 - REBUILD OF PO# 1319059879 DUE TO VENDOR EIN CHANGE. ALL TERMS AND CONDITIONS OF THE ORIGINAL PURCHASE ORDER REMAIN IN EFFECT.
 THIS CHANGE IS TO CORRECT VENDOR NAME TO CENTRIC GROUP (FROM ADVANCED TECHNOLOGY GROUP).
 NEW VENDOR ID # IS 0000260361
 ONLY REMAINING FUNDS HAVE BEEN MOVED TO THIS PURCHASE ORDER, PURCHASE ORDER #131905879 WILL BE CLOSED.

SOLE SOURCE ORIGINAL VENDOR CONTRACT

THE CONTRACT ATTACHED TO THIS REQUISITION IS A NEW CONTRACT WITH THE ORIGINAL VENDOR AND INCLUDES LICENSING AND MAINTENANCE OF THE SOFTWARE. REFERENCES TO INITIAL DEVELOPMENT ARE OMITTED.

Authorized Signature
 Signature on file



Purchase Order

Department of Corrections

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OKLAHOMA CITY OK 731360400

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CENTRIC GROUP LLC
ADVANCED TECHNOLOGIES GROUP LLC
1601 48TH ST STE 220
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CHANGE ORDER

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Purchase Order 1319060471	Date 02/09/2015	Revision 4 - 07/06/2015	Page 4
Payment Terms 0 Days	Freight Terms Free on board at Destination		Ship Via Common
Buyer Kim Charbeneau (090)	Phone 405/522-4549	Currency USD	

Ship To: See Detail Below

Bill To: DEPARTMENT OF CORRECTIONS
FINANCE & ACCOUNTING
3400 N. MARTIN LUTHER KING AVE
OKLAHOMA CITY OK 731114298

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

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ALSO ATTACHED ARE:
SOLE SOURCE CERTIFICATION
LICENSE PRICING QUOTE LETTER
PO 1319039948 - FY10 THRU FY12
PO 1319049903 - FY13 THRU FY14

INITIAL CONTRACT PERIOD: 7-1-2014 THRU 6-30-2015, WITH OPTIONS TO RENEW WITH THE SAME TERMS AND CONDITIONS FOR FOUR ADDITIONAL ONE YEAR PERIODS.

AGREEMENT PERIOD: 7-1-2014 THRU 6-30-2019

DOC CPO CONTACT:
DAVID WILLIAMS
405-425-2636
DAVID.WILLIAMS@DOC.STATE.OK.US

VENDOR:
0000268583
ADVANCED TECHNOLOGIES GROUP
1601 48TH STREET SUITE 220
WEST DES MOINES, IA 50266

VENDOR CONTACT:
ATUL GUPTA, CHAIRMAN & CEO
OFFICE: 515-221-0095
CELL: 515-988-7904
E-MAIL: ATUL@A-T-G.COM

AGENCY CONTACT:
LEON WILSON, OFFENDER BANKING
OFFICE: 405-425-2786
E-MAIL: LEON.WILSON@DOC.STATE.OK.US

NEEDS ASSESSMENT / JUSTIFICATION:
1. WHAT ARE WE BUYING? SOFTWARE MAINTENANCE SERVICE AND CUSTOMIZATION
2. IS IT AVAILABLE WITHIN THE AGENCY? NO
3. WHY DO WE NEED IT? THIS IS FOR THE CONTINUED OPERATION OF THE OFFENDER BANKING SYSTEM THAT WAS CREATED SPECIFICALLY FOR THE AGENCY TO BE UTILIZED FOR OFFENDER TRUST ACCOUNTING, COMMISSARY OPERATIONS, AND RESTITUTION ACCOUNTING.
4. WHAT IS THE PROCUREMENT METHOD? THIS IS A SOLE SOURCE ORIGINAL VENDOR
5. ARE THE SPECIFICATIONS FAIR & REASONABLE? VENDOR HAS AGREED TO EXTEND THE SAME TERMS AND CONDITIONS THERE WERE ORIGINALLY AWARDED IN 2009 TO THIS CONTRACT.
6. IS THERE ANY OTHER PERTINENT INFORMATION? NO
7. WILL THERE BE ANY LABOR? NO
8. KNOWN QUANTITY OF TOTAL PROJECT? \$101746.08 FOR MAINTENANCE ONLY - CUSTOMIZATIONS WILL ONLY BE REQUIRED IF THERE ARE OPERATIONAL OR LEGISLATIVE MANDATED CHANGES IN AGENCY OFFENDER BUSINESS OPERATIONS

FUNDING: 1000-20500-533150-8809884-15

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

Authorized Signature
Signature on file



Purchase Order

Department of Corrections
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Supplier: 0000260361
CENTRIC GROUP LLC
ADVANCED TECHNOLOGIES GROUP LLC
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Tax Exempt? Y **Tax Exempt ID:** 736017987

CHANGE ORDER

Dispatch via E-Mail

Purchase Order 1319060471	Date 02/09/2015	Revision 4 - 07/06/2015	Page 5
Payment Terms 0 Days	Freight Terms Free on board at Destination		Ship Via Common
Buyer Kim Charbeneau (090)	Phone 405/522-4549		Currency USD

Ship To: See Detail Below

Bill To: DEPARTMENT OF CORRECTIONS
FINANCE & ACCOUNTING
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OKLAHOMA CITY OK 731114298

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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.

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 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

Authorized Signature
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Purchase Order

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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.

Line 2 - checked amount only with agreement of Leon Wilson. DDouglas 10-9-14

10-10-14 CHANGED FUNDING ON LINE #1 & LINE #2 AS FOLLOWS:
 CHANGED ACCT CODE FROM "TBD" TO "533150".
 CHANGED DEPT CODE FROM "8809884" TO "8800882". DLEISTNER

03/09/2015 - INVOICE FOR FEB PAID ON OLD PO - REDUCE QTY TO 4 ON LINE 1 FOR THIS PO PER AGENCY REQUEST.

07/06/2015 kc

CHANGE ORDER TO EXERCISE 1ST OPTION TO RENEW OF A FIVE YEAR SOLE SOURCE CONTRACT. CONTRACT PERIOD 7-1-15 THRU 6-30-16. PLEASE SEE ATTACHED EMAIL REGARDING USE OF NEW VENDOR ID 0000068376 FOR KPMG (PREVIOUSLY CENTRIC AND ATG) DLEISTNER 6-26-15.

CHANGE ORDER Dispatch via E-Mail

Purchase Order	Date	Revision	Page
1319060471	02/09/2015	4 - 07/06/2015	6
Payment Terms	Freight Terms	Ship Via	
0 Days	Free on board at Destination	Common	
Buyer	Phone	Currency	
Kim Charbeneau (090)	405/522-4549	USD	

Ship To: See Detail Below

Bill To: DEPARTMENT OF CORRECTIONS
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 3400 N. MARTIN LUTHER KING AVE
 OKLAHOMA CITY OK 731114298

Authorized Signature
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