



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

**TIRE 3**  
**Sole Source or Sole Brand**  
**Acquisition Certification**  
74 Signature On File

Acquisition Type (check one):  Sole Source     Sole Brand

State Agency: Department of Corrections

Supplier Name: JWC Environmental

Supplier Address: 370 Paulanno Ave, Costa Mesa, CA 92626

Supplier Telephone: (714) 331-2277      Supplier E-mail: chris@jwc.com

I hereby affirm that pursuant to the provisions of the attached requisition or contract that (name of supplier) JWC Environmental 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 specifications of this equipment are compatible with existing equipment and connections. This equipment is not available on contract, nor is it available from other vendors.

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. JWC Environmental is the sole source proprietor of the Muffin Monster Models. Changing existing equipment to another vendor's equipment would be cost prohibitive because of the amount of customizing that would have to be completed in the space where the JWC Environmental product fits. See attached letter.

Signature On File *[Signature]* I understand that the provision of this certification requiring such information to be false may subject me to punishment for

[Type Title] Signature & Date

[Type Title] Signature & Date

June 22, 2015

Randy Pogue  
Contract & Acquisitions Agent III  
Oklahoma Department of Corrections  
Contracts & Acquisitions Unit  
3400 N Martin Luther King Ave  
Oklahoma City, OK 73111  
405-425-2638 fax 405-425-2574  
[randy.pogue@doc.state.ok.us](mailto:randy.pogue@doc.state.ok.us)

Subject: Sole Source for Muffin Monster Parts

Dear Mr. Pogue:

JWC Environmental is the inventor and owner of the Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems. We hold numerous patents and trademarks on these products. JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment to the state of Oklahoma.

JWC Environmental operates the only Service Centers that are factory authorized to perform repairs on Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems.

Please feel free to contact me at 714-428-4744 or [chrisb@jwce.com](mailto:chrisb@jwce.com) if we can provide any additional information.

Sincerely,  
Signature On File

Chris Burt  
Aftermarket Sales Manager





# Purchase Order

Dispatch via Print

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

**Supplier:** 0000338061  
JWC Environmental LLC  
290 Paularino Ave  
Costa Mesa CA 92626

<b>Purchase Order</b>	<b>Date</b>	<b>Revision</b>	<b>Page</b>
1319061746	06/22/2015		1
<b>Payment Terms</b>	<b>Freight Terms</b>		<b>Ship Via</b>
0 Days	Free on board at Destination		Common
<b>Buyer</b>	<b>Phone</b>		<b>Currency</b>
Brian Shubin	405/425-2650		USD

**Ship To:** DEPARTMENT OF CORRECTIONS  
JOSEPH HARP CORRECTIONAL CENTE  
16161 MOFFAT RD  
LEXINGTON OK 73051-0548

**Bill To:** DEPARTMENT OF CORRECTIONS  
JOSEPH HARP CORRECTIONAL CENTE  
PO BOX 548  
LEXINGTON OK 73051

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

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

1- 1	40151512 /	Muffin Monster Part	1.0000	EA	13,517.6600	13,517.66	06/22/2015
------	------------	---------------------	--------	----	-------------	-----------	------------

Quote #25519  
30005-0018 DI Exchange  
Muffin Monster Model: 30005-0018-DI Exchange  
Service Program: Esxchange. Grider SN: TBD  
Cutters: 1:1 Stack 7 Cam Alloy STL. Seals: Buna Elastomers  
Motor Type: Electric, Less Motor. Less Reducer. Less Spool  
Paint: Epoxy Green  
30005-0018 DI-Exchange Return Expected Return SN: S012216-2-1 Core Return  
\$10,359.00

Quote 27440  
A34010-0145-29  
5HP TEFC 208-230/460V  
1.15SF  
\$3158.66

**Total PO Amount** 13,517.66

COMMENTS:  
FY15 ONE-TIME SOLE SOURCE PURCHASE

338061  
JWC Environmental  
East Coast Service Center  
4485 Commerce Dr. Suite 109  
Buford, GA 30518-3743  
PH: 949-833-3888  
Toll free 800-331-2277  
F: 770-925-9406

JUSTIFICATION:  
1. Definition of the requirement: What are we buying? Muffin Monster sewage grinder  
2. Analysis of existing agency resources: Is this requirement available elsewhere in the agency? no  
3. Objective of the acquisition: Why do we need to buy this? Need for JHCC lagoon/irrigation to replace failing equipment thta grinds solid trash before it reaches the pumps to prevent pump failure and damage to expensive equipment.  
4. Evaluation of the procurement method: What procurement method will be used to acquire this? Sole Source  
5. Development of specifications: If bidding, are specifications non-restrictive to maximize reasonable competition? N/A  
6. Pertinent information: List any other information needed to support the acquisition. N/A  
7. Labor: Describe any labor that will be involved with the acquisition including who will be doing the labor (i.e. installation, start up, inspection). N/A

**Authorized Signature**    Signature On File



# Purchase Order

Dispatch via Print

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

**Supplier:** 0000338061  
JWC Environmental LLC  
290 Paularino Ave  
Costa Mesa CA 92626

<b>Purchase Order</b>	<b>Date</b>	<b>Revision</b>	<b>Page</b>
1319061746	06/22/2015		2
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>	
0 Days	Free on board at Destination	Common	
<b>Buyer</b>	<b>Phone</b>	<b>Currency</b>	
Brian Shubin	405/425-2650	USD	

**Ship To:** DEPARTMENT OF CORRECTIONS  
JOSEPH HARP CORRECTIONAL CENTE  
16161 MOFFAT RD  
LEXINGTON OK 73051-0548

**Bill To:** DEPARTMENT OF CORRECTIONS  
JOSEPH HARP CORRECTIONAL CENTE  
PO BOX 548  
LEXINGTON OK 73051

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

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

8. 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 order). N/A

Funding:  
Object Code: 533210  
Funding: 19530  
Department: Maintenance  
Fiscal Year: 2015  
Facility Name: JHCC

Facility/Agency Contact: Faron Bryant  
Phone: 405-527-5593

Billing Contact: Jennifer McElroy  
Phone: 405-527-5593 Ext 3317

Vendor Contact: Roger Fonfield  
Phone: 949-833-3888  
Matt Shaw 331-227-4685  
Fax PO to 770-925-9406

**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

**Authorized Signature**



# Purchase Order

Dispatch via Print

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

**Supplier:** 0000338061  
JWC Environmental LLC  
290 Paularino Ave  
Costa Mesa CA 92626

<b>Purchase Order</b>	<b>Date</b>	<b>Revision</b>	<b>Page</b>
1319061746	06/22/2015		3
<b>Payment Terms</b>	<b>Freight Terms</b>		<b>Ship Via</b>
0 Days	Free on board at Destination		Common
<b>Buyer</b>	<b>Phone</b>		<b>Currency</b>
Brian Shubin	405/425-2650		USD

**Ship To:** DEPARTMENT OF CORRECTIONS  
JOSEPH HARP CORRECTIONAL CENTE  
16161 MOFFAT RD  
LEXINGTON OK 73051-0548

**Bill To:** DEPARTMENT OF CORRECTIONS  
JOSEPH HARP CORRECTIONAL CENTE  
PO BOX 548  
LEXINGTON OK 73051

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

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

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.

Authorized Signature