

Rec'd 5/2/13

### SOLE SOURCE JUSTIFICATION FORM

This form must be completed for all Sole Source purchase requests and submitted to Business Support Services, Procurement Services Division (PSD) for approval **prior** to submitting a Consent Item for BOCC approval.

*BOCC approval required*  
*Revised by LUESA to increase total.*

Requestor:	Geoffrey Burdick	Date:	5-2-2013
Requestor Title:	Project Manager	Department:	LUESA Solid Waste
Phone:	704-336-4528	Requisition Number:	547,200
Product:	Conveyance Equipment	Amount:	\$ <del>410,200</del>

I am aware that N.C. G.S. 143-129 and the Countywide Procurement Policy mandates that Mecklenburg County procure all apparatus, supplies, materials and equipment totaling \$30,000 or more by competitively bidding.

**Recommended Sole Source Vendor:**

Company Name: CP Manufacturing  
 Contact Name: \_\_\_\_\_  
 Address: 1300 Wilson Ave.  
 City, State, Zip: National City, CA 91950  
 Telephone: (619) 477-3175

2. Is the recommended company the manufacturer?      Yes       No
3. Does the manufacturer sell the item(s) through distributors?      Yes       No

### SOLE SOURCE RATIONALE

**A specific contractor is the only source of the required item because (check all that apply):**

- The required items are **proprietary to the Contractor**
- A specific item is needed:
  - to be compatible or interchangeable with existing hardware,
  - as spare or replacement hardware,
  - for the repair or modification of existing hardware, or
  - for technical evaluation or test.
  - other (Provide information below)
- There is a **substantial technical risk** in contracting with any other contractor, thereby making that an unacceptable course of action (e.g., where only one contractor has been successful to date in implementing a difficult manufacturing process). *In a brief explanation, provide supporting evidence of other contractor's with relevant capabilities and emphasize their inability to overcome the substantial technical risk.*
- The requested product is essential in maintaining standardization and the use of another product would require considerable time and money to implement or evaluate.

- The product must be compatible to existing equipment in order to operate adequately; or maintain existing warranties.

If this project is technology related, has it been reviewed and approved by IST?

- No. (If No, you must complete this process before submitting the sole source form)  
 Yes. (If Yes, provide IST Project List documentation or the date of IST approval so we may confirm the project status.) IST Approval Date: \_\_\_\_\_

1. Provide detailed information about why you need to acquire these goods:

This will be additional equipment to transfer recovered material to a baling station as well as reprocess fiber material to remove additional material before it exits the system as residue. The conveying system needs to be fully compatible with the existing hardware and software currently in use at the facility.

2. Has your department bought these goods in the past?  Yes  No

- 2a. Who was the contractor/supplier?  
2b. Was the requirement competitively bid or declared a sole source?  
2c. What was the last date and price paid for goods?

3. Why are the requested goods the only item that can satisfy your requirements? Indicate the unique features of the product that are not available in any other product. Provide specific, quantifiable factors and qualifications.

The current material processing system at the facility was designed and installed by CP Manufacturing. In order to maintain software compatibility, warranty, operational and maintenance efficiencies it will be beneficial to have the modifications to the system done by the same vendor

4. Were alternative goods evaluated?  Yes  No

- 4a. If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.

- 4b. If no, why were alternatives not evaluated?

The current material processing system at the facility was designed and installed by CP Manufacturing. In order to maintain software compatibility, warranty, operational and maintenance efficiencies it will be beneficial to have the modifications to the system done by the same vendor.

5. What efforts were made to get the best possible price?

The County and ReCommunity will work with the vendor to maximize the value for the addition.

6. Will this purchase obligate the County to this vendor for future purchases?  Yes  No

6a. If yes, please provide details regarding future obligations and/or needs:

7. Why is the price for this purchase considered to be fair and reasonable?

It is a negotiated agreement between the parties.

8. What will be the financial or other impact to your department if this sole source is not approved and a competitive bid is required?

Not installing fully compatible equipment at the facility could result in hardware and software difficulties that could have a dramatically negative effect on the operation.

**TERM**

One Time Purchase

Ongoing Purchase

Procurement begin date:

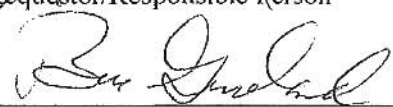
Procurement end date:

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I certify that the above information is true and correct and that I have no financial or other beneficial interest in the vendor or product.

  
Requestor/Responsible Person

Date: 5/2/13

  
Department Head

Date: 5/2/13

  
Procurement Official

Date: 5/2/13

Requires Board approval.



**CP Group of Companies**

6795 Calle de Linea  
 San Diego, CA 92154 USA  
 (619) 477-3175 phone  
 (619) 477-3426 fax



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**Mecklenburg County - N.C. - USA / Re-Community**  
**New Container Baling Line with Baling Quality Control Station**  
**Project #1823B - Dwg #1823BS100**  
**January 17, 2013**

Item #	Qty.	Description	Model	HP	Size	Net Price USD
<b>EQUIPMENT LIST</b>						
1	1	Transfer conveyor #1, inclined	[555] Flat slider, Transfer	3	60" W x 16' L	Included
2	1	Transfer conveyor #2, inclined	[555] Flat slider, Transfer	5	60" W x 32' L	Included
3	1	Transfer conveyor #3, drop tail	[555] Flat slider, Transfer	5	60" W x 44' L	Included
4	1	Transfer & QC Conveyor #4	[490] Flat slider, Presort	10	48" W x 72' L	Included

**TOTAL EQUIPMENT:**

**\$114,300**

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<b>STEEL PACKAGE</b>						
300		<b>Baler Quality Control Platform</b>				Included
	1	~ Platform			20' W x 26' L	
	1	~ Walkway			3' W x 16' L	
	1	~ Walkway			3' W x 14' L	
	2	~ Walkway			3' W x 9' L	
		~ Handrail			56' LF	
	4	~ Small Sort Chutes				
	2	~ Set of stairs	7 Steps			
	1	~ Set of stairs w/ 1 landing	11 Steps			
	1	~ Set of stairs w/ 2 landing	18 Steps			
600	Lot	<b>Conveyor Supports</b>				Included
900	Lot	<b>Chutes and Hoppers</b>				Included

**TOTAL STEEL PACKAGE:**

**\$101,600**

<b>ENCLOSURES</b>						
1500	1	Enclosures without HVAC (USA) PortaKing	273 sq ft		13' W x 21' L	\$34,900
1501	1	HVAC / Heating Ventilating Air Conditioning				\$28,300

**TOTAL ENCLOSURES:**

**\$63,200**

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<b>OTHERS</b>				
ICP	1	Electrical Controls - Advanced MRF - UL508a Compliant	Siemens	Included
ENG	1	Engineering	CP Staff	Included
INST	1	Installation - Non Union - No Prevailing Wages  NOTE: All electrical drops will be the responsibility of the customer		
MECH	1	Mechanical Installation - Non Union - No Prevailing Wages		Included
ELEC	1	Electrical Installation - Non Union - No Prevailing Wages		Included
SUP	1	Project Management		Included
START	1	Startup and Testing		Included
FRT	Lot	Freight and Truck Loading  Note: Due to the current volatility of fuel prices, all freight quotes are an estimate and not guaranteed. Shipping costs will be re-evaluated at the time of shipment and adjustments may be made	2,400 Miles Estimate Only	Included

**TOTAL "OTHERS":**

**\$131,100**

<b>NOT INCLUDED IN PROPOSAL</b>	
~ Fire protection / Sprinkler system	
~ Building modification / Civil work if necessary	
~ Permitting (Mechanical & Electrical)	
~ Taxes & others	
~ Electrical feed to new MCC panel (ex: Baler)	

**\*\*All Items Noted As "Existing" or "By Others" or any other indicator that infers not provided by CP Mfg.**  
 During the course of the project, if CP MFG. finds that items listed on this sales order as "Existing" or inferred not by CP Mfg need to be replaced, modified, repaired, painted or in any way upgraded, we will provide the customer with a written explanation and quote in order to carry out this work. It will be up to the customer to approve this work at the additional cost or perform the work itself. If CP does do the work, all work, including parts, will come under the same warranty provided for other items in this sales order.

**GRAND TOTAL \$USD:**

**\$410,200**

*Quote is good for 30 days*



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### TERMS AND CONDITIONS OF SALE OF EQUIPMENT

All products and services provided for in the preceding proposal ("**Proposal**") shall be furnished by CP Manufacturing, Inc. or its affiliates ("**CP**") or subcontractors and accepted by the buyer to whom the Proposal is addressed ("**Buyer**") in accordance with the following Terms and Conditions of Sale of Equipment ("**Terms**"), provided that in the event that terms different from or additional to these Terms are provided in the Special Terms and Conditions of Sale on the pervious pages ("**Special Terms**"), the Special Terms shall prevail and govern to the extent they are different or additional. The preceding Proposal, any Special Terms and the Terms shall, when signed by both CP and Buyer together constitute the agreement of CP and Buyer ("**Agreement**").

#### 1. QUOTATION.

Written quotations are valid for thirty (30) days after issuance or within such shorter period as may be specified in the quotation. All orders shall be subject to approval by CP.

#### 2. ACCEPTANCE; TERMS.

The offer of CP to Buyer contained in this Agreement expressly limits Buyer's acceptance to the terms of this Agreement. In the event the terms of any order submitted by Buyer to CP are in conflict with any of the terms of this Agreement, the terms of this Agreement shall govern and prevail. CP rejects any terms contained in any purchase order or other documents issued by Buyer which are different from, conflict with, modify and/or add to this Agreement. CP's execution of any document issued by the Buyer shall constitute only an acknowledgment of receipt thereof, and shall not be construed as an acceptance of any of the terms therein.

Unless Buyer sets forth each specific objection to this Agreement in this Agreement or in a separate writing signed and dated by Buyer and delivered to CP contemporaneously with this Agreement, Buyer shall be deemed to have accepted all of the terms of this Agreement. Buyer's issuance of a purchase order or other document which purports to reject some or all of the terms of this Agreement by virtue of Buyer's standard form language, or otherwise, shall not be sufficient objection. Where Buyer specifically objects to any of the terms of this Agreement, no contract shall be formed unless and until CP accepts in writing Buyer's proposed modifications to this Agreement. Clerical and stenographic errors are subject to unilateral correction by CP.

#### 3. PURCHASE AND SALE.

Subject to the terms and conditions of this Agreement, Buyer agrees to purchase and CP agrees to sell, the products ("**Products**") and services ("**Services**") set forth in the Proposal at the prices specified therein (together with all applicable taxes, the "**Purchase Price**").

#### 4. TAXES:

Quoted CP prices do not include sales, value added, inventory, use, excise, or other taxes or export or import duties, which are the sole responsibility of Buyer and which, at CP's option, may be charged to Buyer as part of the purchase price under this Agreement, or separately billed at any time by CP if CP is required by any taxing authority to collect or pay such tax(es). If Buyer is exempt from the payment of any tax, it is the responsibility of Buyer to furnish to CP the proper exemption certificate.

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### 5. TERMS OF PAYMENT.

Unless otherwise specified in the Proposal or Special Terms, % of the purchase price for the Products shall be due upon the Milestone Schedule listed below. If the Proposal or Special Terms provide for milestone payments, and a milestone is only partially achieved, then only the dollar value of the milestone items that have been completed shall be due and payable and the dollar value of the remaining milestone items shall become due and payable as they are completed. If payment is not received by the date on which it is due, interest shall accrue and be payable by Buyer on the unpaid balance at a rate of one and a half percent (1.5%) per month, and CP may delay performance as provided in Section 7. All prices are in United States Dollars unless otherwise agreed upon.

Payment	Description
25%	Down Payment (Start of Engineering), Immediate
50%	Prior to Manufacturing, Net 15
20%	Prior to Installation Installation, Net 15
5%	Upon Final Acceptance, Net 15

100%

#### Definition of Substantial Completion:

The date of Substantial Completion is the date when the project is sufficiently complete to permit the owner the ability to use the facility for its intended purposes. CP Manufacturing further defines the intended purpose of the facility as being capable of commercial operations. The following items, as applicable, shall be completed prior to a request by the Design/Build Contractor for inspection for Substantial Completion:

1. All mechanical and Electrical installation will be completed for all CP related equipment. With all equipment and fixtures in place, connected, cleaned and ready for use.
2. All painting of equipment shall have been completed.
3. Preliminary Component Testing and Pre-Equipment Start-Up has been completed. Pre-Start up is defined as all equipment in place running prior to the final installation of the balers.
4. Dry run of the system has been completed.
5. All required Spare Parts have been identified and agreed upon with the Customer.
6. All Operation and Maintenance Manuals for all equipment have been provided.
7. Project site shall be cleared of the CP Manufacturing's excess equipment, storage trailers, and/or surplus work materials. All temporary construction shall be removed.
8. All Operations and maintenance training related literature shall have been provided (this may also include software and back-up discs).
9. Maintenance training of the systems supplied by CP will be completed.
10. Preliminary Punch List by CP/Customer will be identified, and ready for Customer review. Final Punch list will be determined by the owner and it's representatives after all the systems are fully functional. Final punch list will be defined no later than 4 weeks after the system full Start-Up.
11. All Mechanical and electrical systems shall be complete, fully functional, and demonstrated to the Owner.

The following items will not be included in the Substantial Completion requirements:



CP Group Budget Proposal 1823C

4/29/2013

Re-Community Mecklenburg MRF, NC, USA

By-Pass 2" to 6" Fractions to CP Screen Upgrade

Item	Description	Type	Width	Length	Price
1	Transfer Conveyor #1 c/w Supports	Slider Bed	36 inches	28 ft	\$17,000
2	Transfer Conveyor #2 c/w Supports	Slider Bed	36 inches	44 ft	\$21,000
3	Transfer Conveyor #3 c/w Supports	Slider Bed	36 inches	24 ft	\$16,000
4	Transition Chutes (4) c/w Engineering				\$12,000
5	Electrical Control - At Job Site	Advanced MRF			\$6,000
6	Loading Charges			1 Truck	\$1,000
7	Freight			1 Truck	\$6,000
8	Mechanical Installation				\$20,000
9	Electrical Wiring				\$12,000
10	Supervision			4 Days	\$5,000
11	Start Up with Installer Crew			1 Day	\$2,000
12	Engineering (Job Survey/Layout)				\$9,000
13	Contingency				\$10,000

Budget Total Price Delivered and Installed:

\$137,000

