

Meeting Date
July 22, 2014



AGENDA	
Section	Consent
Item No.	II A 7

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Permission to Sole Source Repair and Maintenance of Landfill Gas Flare Station at the Central Disposal Facility
DEPT/OFFICE:	Solid Waste Management Department

Requested Action:
 It is requested that the Board of County Commissioners grant permission to repair and modify components of the LFG Flare Station at the Central Disposal Facility (CDF) through the original equipment manufacturer (OEM). The major components of the flare station were designed, manufactured, and constructed by Landfill Gas Specialties.

Summary Explanation & Background:
 In 1993-94 the Solid Waste Management Department contracted with Landfill Gas Specialties to design and construct the landfill gas flare station with two flares, two blowers, a control panel and other accessories to treat the landfill gas generated by the slurry wall landfill, as required by federal and state permits. The facility was upgraded with an additional flare and blower in 2003. In 2005, the County entered into an agreement with Landfill Energy Systems to utilize all the gas generated at the CDF in a landfill gas-to-energy (LFGTE) plant. Since the construction and operation of the LFGTE plant, the flare station has been used minimally for annual permit compliance testing and as backup for the plant when off line for maintenance. Routine maintenance of the flare system is conducted by county staff.

Expansion of the landfill gas collection system, required as part of the phased closure of the slurry wall landfill, will require the flares to be operated at the same time as the LFGTE plant. As the collection system is being expanded, the system will collect more gas than the current collection capacity of the LFGTE plant. Additional landfill gas generated, but not collected will result in the release of landfill gas from the surface of the landfill and result in Title-V permit noncompliance and regulatory agency enforcement action. To maintain compliance with the landfill's Title V air permit, and until such time as it is demonstrated as economically feasible to expand the LFGTE plant, the flare station must be operated concurrently with the plant to collect and burn off excess gas not utilized by the plant. In order to operate both systems concurrently, it is necessary to perform an upgrade to the flare system and blower controls, and perform certain maintenance activities beyond the capabilities of in-house staff. The original system was designed and installed by LFG Specialties and they are the only company capable of modifying and upgrading their original system.

Fiscal Impact:
 The estimated cost of flare refurbishment is \$130,000.00. This cost includes the \$121,738.00 proposal plus additional funding for anticipated piping and flange replacement that will be determined during the installation of the equipment listed in the proposal. This is funded under 4010/352010/54600000.

Contact: Euripides Rodriguez, Solid Waste Director
Phone: (321) 633-2042

Clerk to the Board instruction:

Exhibits Attached: proposal **LFG Sole Source Letter; Sole Source Purchase Data**

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager		Assistant County Manager: Mel Scott				Department Director: Euripides Rodriguez	
Stockton Whitten							



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

July 23, 2014

MEMORANDUM

TO: Euripides Rodriguez, Solid Waste Director

RE: Item II.A.7., Approval for Permission to Sole Source Repair and Maintenance of Landfill Gas Flare Station at the Central Disposal Facility

The Board of County Commissioners, in regular session on July 22, 2014, granted permission to repair and modify components of the Landfill Gas Specialties (LFG) Flare Station at the Central Disposal Facility (CDF) through the original equipment manufacturer.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK



Tammy Etheridge, Deputy Clerk

/kg

cc: Finance
Budget

CB&I Environmental & Infrastructure, Inc. LFG Specialties, L.L.C. Proposal & Pricing

Flare System Service
Unit #1241

Prepared for:
Mr. Thomas Mulligan
Brevard County Solid Waste
Thomas.Mulligan@brevardcounty.us

Central Disposal Facility Landfill
Cocoa, FL

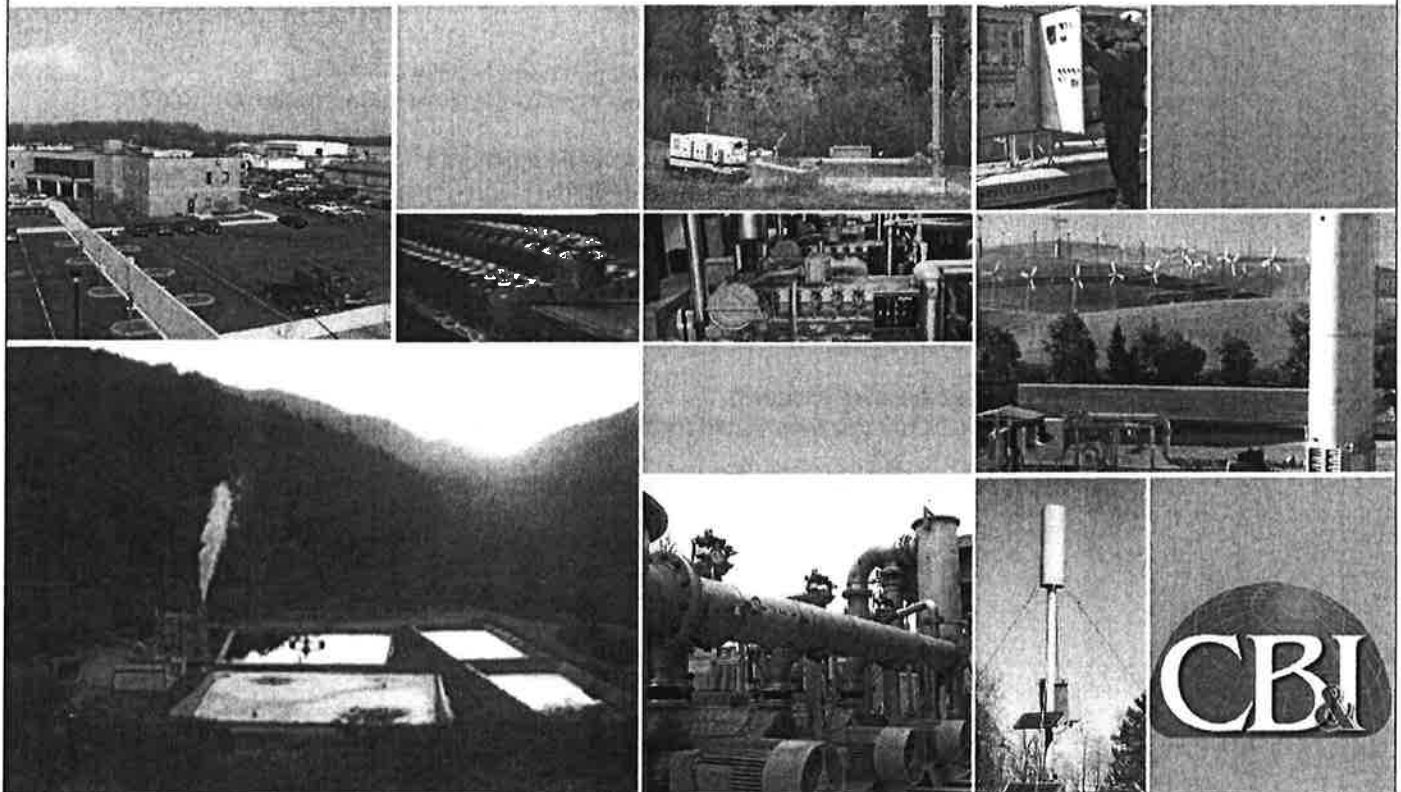
Reference #: 051438

June 19, 2014

Prepared by:
Lee Zink
Senior Applications Engineer
LFG Specialties, L.L.C.
(419) 425-6190
lee.zink@cbi.com

Presented by:
Heather Ogg
Service Manager
LFG Specialties, L.L.C.
(419) 424-4964
heather.ogg@cbi.com

www.cbi.com/lfgspecialties



4. Installation of Variable Frequency Drive on Blower #3, including:
 - One 40 HP Variable Frequency Drive
 - One pressure transmitter
 - One day of labor to install and test VFDNote: Offloading and placement by others.
5. On-site evaluation of piping to determine requirements for replacing, including:
 - One day of labor
6. Travel expenses per site visit

B. Price Schedule:

Price for equipment and services as described in Section A, item 1 FOB Findlay, OH, excluding tax, is \$ 44,277.00

Price for equipment and services as described in Section A, item 2 FOB Findlay, OH, excluding tax, is \$ 39,043.00

Price for equipment and services as described in Section A, item 3 FOB Findlay, OH, excluding tax, is \$ 6,510.00

Price for equipment and services as described in Section A, item 4 FOB Findlay, OH, excluding tax, is \$ 29,483.00

Price for services as described in Section A, item 5 FOB Findlay, OH, excluding tax, is \$ 1,200.00

Price for travel expenses as described in Section A, item 6 FOB Findlay, OH, excluding tax, is \$ 1,225.00

\$ 121,738

Note: Billable service time in excess of that stated above will be billed at a rate of \$1,200.00/day. Replacement parts will be billed. Any scope in addition to that listed above will require a signed change order.

ALL PRICING IS FOB — FINDLAY, OHIO

C. Work Schedule:

CB&I makes every effort to meet our Customers delivery requests and special requirements. Delivery for the service/equipment outlined in this Agreement is:

Service Schedule: 1-2 days from receipt of purchase order
(Actual schedule to be determined upon placement of order)

D. Payment Terms:

Terms of payment to be 100% net due 30 days from date of invoice. Invoice will be issued upon completion of service work.

I. TERMS AND CONDITIONS OF SERVICE

The Services to be performed are as described in the Service and Equipment Specification above and under the following terms and conditions:

1. Independent Contractor

CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC. ("CB&I") shall be fully independent in performing the Services and shall not act as an agent or employee of CLIENT. CB&I shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

2. Taxes

The CLIENT shall pay any and all sales, use, or similar taxes imposed on the Services.

3. Documentation, Records, Audit

If requested by CLIENT, **CB&I** shall provide CLIENT with copies of all documents which it is required to file or maintain under any federal, state, or local law naming or obligating the CLIENT, including, without limitation, any hazardous waste manifests relating to the Services.

CLIENT shall have the right, at its expense, to inspect and audit **CB&I's** records and accounts covering charges hereunder at all reasonable times during the course of the Services for a period of one (1) year after the substantial completion thereof.

4. Risks and Allocation

CLIENT hereby acknowledges, understands and agrees that there are risks inherent to field services, many of which cannot be ascertained or anticipated prior to or during the course of the Services. **CLIENT SPECIFICALLY AGREES THAT CB&I'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED IN THESE TERMS AND CONDITIONS.**

5. CB&I Warranties, Representations and Covenants

a. Professional Standards Warranties: **CB&I** warrants, represents, and covenants that: (1) **CB&I** has the capability, experience, and means required to perform the Services; (2) such Services will be performed using personnel, equipment, and material qualified and/or suitable therefore; and (3) **CB&I** will perform the Services in a diligent and workmanlike manner consistent with accepted professional practices and standards for nationally recognized firms engaged in similar work, as in effect at the time and location the Services are performed.

b. Other CB&I Warranties: **CB&I** warrants, represents, and covenants that: (1) **CB&I** will perform the Services in compliance with (i) applicable federal, state, and local laws, regulations, and ordinances as in effect and construed at the time the Services are performed (2) **CB&I** shall use its best efforts to avoid infringements, as set forth in Section 12 hereof.

c. Remedies: If CLIENT alleges that **CB&I** has breached a warranty set forth herein, then CLIENT shall promptly notify **CB&I** in writing and, before taking any further action against **CB&I**, shall afford **CB&I** the opportunity, at **CB&I'S** cost, to either re-perform any defective Service according to the original scope of work therefore (as modified up to the time of breach), or to commence and diligently pursue the cure of such breach, in which event such re-performance or cure shall be CLIENT's sole and exclusive remedy therefore.

EXCEPT AS SET FORTH IN SECTION I.F OF THE SERVICE AND EQUIPMENT SPECIFICATION AND SECTION II.5 ABOVE, **CB&I** MAKES NO GUARANTEE OF RESULTS OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AS TO ANY OF THE GOODS OR OTHER MATERIALS FURNISHED OR SERVICES WHICH MAY BE PERFORMED PURSUANT TO THIS AGREEMENT. FURTHERMORE, **CB&I** MAKES NO WARRANTY OR REPRESENTATIONS HEREIN AS TO EQUIPMENT AND MATERIALS THAT ARE NOT MANUFACTURED OR SUPPLIED BY **CB&I** PURSUANT TO THIS AGREEMENT.

OTHER SERVICES PERFORMED; FURTHER, **CB&I** SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE **CB&I** BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW; AND

b. FOR ALL LOSSES, DAMAGES, LIABILITIES OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS), WHETHER FOR INDEMNITY, OR NEGLIGENCE, INCLUDING ERRORS, OMISSIONS OR OTHER ACTS, OR WILLFUL MISCONDUCT, OR BASED IN CONTRACT, WARRANTY (INCLUDING ANY COSTS AND FEES FOR REPAIRING, REPLACING OR RE-PERFORMING SERVICES OR CURING A BREACH HEREOF), OR FOR ANY OTHER CAUSE OF ACTION (INDIVIDUALLY, A "CLAIM"; COLLECTIVELY, "CLAIMS"), **CB&I'S** LIABILITY, INCLUDING THE LIABILITY OF ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS, AND OFFICERS AND ALL OTHER PERSONS FOR WHOM **CB&I** IS LEGALLY RESPONSIBLE, SHALL NOT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEED IN THE CUMULATIVE AGGREGATE WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT THE LESSER OF THE TOTAL AMOUNT OF COMPENSATION PAID TO **CB&I** HEREUNDER OR \$100,000; AND

c. ALL CLAIMS AGAINST **CB&I**, ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS OR OFFICERS AND ALL OTHER PERSONS FOR WHOM **CB&I** IS LEGALLY LIABLE, SHALL BE DEEMED WAIVED UNLESS AND TO THE EXTENT CLIENT SHALL BRING SUIT THEREFOR AGAINST **CB&I** WITHIN ONE (1) YEAR AFTER **CB&I'S** SUBSTANTIAL COMPLETION OF THE PARTICULAR SERVICES WITH RESPECT TO WHICH THE CLAIM IS MADE.

10. Insurance

CB&I is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished on request. If the CLIENT requires further insurance coverage, **CB&I** will endeavor to obtain said coverage, and CLIENT shall be charged therefor. The certificates shall specify the dates when such insurance expires and shall provide further that CLIENT shall be given not less than thirty (30) days written notice before cancellation of or any material change in such insurance. **CB&I** and its insurer(s) hereby reserve all rights of subrogation.

11. Patents and Inventions

CLIENT may use any final reports of findings, or other work performed or prepared by **CB&I** under this Agreement for its internal purposes in connection with the project and/or location for which such work was prepared, but **CB&I** reserves all other rights with respect to the same and all other documents produced in performing the Services. All reports will be delivered subject to **CB&I'S** then current limitations. CLIENT shall obtain prior written consent from **CB&I** for any other use, distribution, or publication of such reports or work results.

CLIENT shall retain all right and title to all patentable and unpatentable inventions, including confidential know-how, developed by CLIENT and/or by **CB&I** hereunder in CLIENT'S field of expertise.

CB&I shall retain all right and title to all patentable and unpatentable inventions, including confidential know-how, developed by **CB&I** hereunder in **CB&I'S** field of expertise. **CB&I** shall grant to CLIENT a royalty-free, nonexclusive and nontransferable license under any such developed inventions and know-how to use the same in any of CLIENT'S facilities.

12. Intellectual Property

CB&I shall use its best efforts to provide Services which do not infringe on any valid patent, copyright, trademark or involve the use of any confidential information that is the property of others unless **CB&I** is licensed or otherwise has the right to use and dispose thereof. **CB&I** shall also use its best efforts to inform CLIENT of any infringement that may be reasonably expected to result from the use of the Services. However, the best efforts of **CB&I** shall not include a duty to conduct and/or prepare a patent or other search and/or opinion. The liability of **CB&I** under this Agreement in any legal proceeding where CLIENT is made a defendant for actual infringement based upon a Service provided by **CB&I** shall exclude infringement which is related to manufacturing processes of CLIENT and any consequential damages.

IN WITNESS WHEREOF, CLIENT and CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC. agree to the foregoing (**INCLUDING THE LIMITATIONS ON LIABILITY IN SECTION 9**) and have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth below.

Bill-to Address (please fill in)

Site Address (please fill in)

Attention: _____

Contact: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

SERVICE SELECTED

\$ _____
\$ _____
\$ _____

TOTAL ESTIMATED CONTRACT VALUE:

\$ _____

**CB&I ENVIRONMENTAL &
INFRASTRUCTURE, INC**

CLIENT

SIGN: _____

NAME: _____

TITLE: _____

DATE: _____

P.O.#: _____

E. SOLE SOURCE PURCHASES

GENERAL INFORMATION: *Sole source item(s) are defined as the only item(s) that will produce the desired results and are available from only one source of supply.* Purchase of these items shall follow the approved threshold authorities as per Policy BCC-25, Procurement. All requests for Sole Source purchases must be supported by a fully completed Sole Source Purchase Data Form and accompanying documentation supporting the purchase. A statement from the vendor on the vendor's letterhead indicating they are the sole source of the items indicated shall be provided to Purchasing Services with the requisition. Examples of such documents would be:

- A letter from the manufacturer of equipment currently utilized by the County indicating that the only the manufacturer sells parts and supplies for the equipment directly to users. Letters from distributors cannot be used.
- Letters from manufacturer stating that the required products are sold only through an authorized dealer that serves Brevard County that no other dealer or distributor may sell to that geographical area.

For Sole Source Purchase requests submitted to the Board annually as Approved Vendors of Record:

- Prior to the annual request to the Board, Purchasing Services staff shall assist the user departments with completing Sole Source Data Forms and all supporting documentation. Copies shall be retained in Purchasing Services.

For Sole Source Purchase requests requiring Board approval and not included in the list of Approved Vendors of Record taken annually to the Board:

- An approved Sole Source Data Form and supporting documentation shall be included with the Agenda Report requesting Board approval.

For Sole Source Purchase requests within the approval authority thresholds of the County Manager or Department Director:

- An approved Sole Source Data Form and supporting documentation shall be forwarded to Purchasing Services from the user department.

POSTING OF INTENT TO AWARD A SOLE SOURCE: For those Sole Source Purchase requests requiring Board approval, placement of the request on a Board agenda shall serve as notice of intent to enter into a sole source purchase. This includes those requests taken to the Board annually and those taken to the Board individually. For those approved Sole Source Purchase requests within County Manager or Department Director authority thresholds, a Notice of Intended Decision to Enter Into a Single Source Contract along with the Sole Source Data Form and supporting documentation shall be posted on the bulletin board located outside of the Purchasing Services office for a period of three (3) business days prior to proceeding with award.

VALIDITY OF SOLE SOURCE APPROVALS: Sole Source approvals shall be valid for a period of twelve (12) months from the date of approval. Purchasing Services shall assign Sole Source approvals an ID number. Requesting departments will receive a copy of the form with the assigned ID number for reference on any orders during the validity period. Purchasing Services shall maintain documentation on approved Sole Sources.

F. STANDARDIZATION, PROPRIETARY PURCHASES AND COMPATIBILITY

Compatibility to existing equipment may be an acceptable justification for waiver of bidding procedures provided the item meets the other criteria within the definition of sole source item (i.e.; available from only one source and only item able to produce the desired results) or represents sufficient cost savings. Standardization of material, equipment, and/or services shall not be used as a means to circumvent the County's established competitive procurement practices.

User: **Rothering, Leslie**

Organization: **Brevard County - Purchasing Services**

Logout | Help

DEMANDSTAR

by ONVIA

My DemandStar **Buyers** Account Info

Log Bid [View Bids] **Log Quote** **View Quotes** **Supplier Search** **Build Broadcast List** **Reports**

Bids

Modify Search

41 bids found.

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
ITB-PDUS-14-0006-0-2013/RW	City of Virginia Beach - Purchasing Division	Awarded	7/31/2013	8/15/2013	TWELVE (12) MONTH PRICE AGREEMENT CONTRACT TO FURNISH AND DELIVER ORION #0730 EMERGENCY FLARES OR CITY APPROVED EQUAL TO THE VIRGINIA BEACH POLICE ON AN "AS NEEDED BASIS"	Planholders, Details
IFB-PW13-04-0-2012/DG	City of Sunnyvale	Awarded	8/22/2012	10/3/2012	Flare Station Equipment Replacement, Project No. UY-10/02-10	Planholders, Details
RFP-120043-SK (Revised)-0-2012/SK	City of Las Vegas	Cancelled	4/2/2012	5/31/2012	Digester Gas Flare Equipment	Planholders, Details
ITB-PDUS-12-0058-0-2012/RW	City of Virginia Beach - Purchasing Division	Awarded	5/3/2012	5/17/2012	TWELVE (12) MONTH PRICE AGREEMENT CONTRACT TO FURNISH AND DELIVER ORION #0730 EMERGENCY FLARES OR CITY APPROVED EQUAL TO THE VIRGINIA BEACH POLICE ON AN "AS NEEDED BASIS"	Planholders, Details
RFP-SW08-11-0-2011/LF	Winnebago County, WI - Purchasing Department	Awarded	11/4/2011	12/2/2011	Landfill Gas 3rd Blower Installation and Flare Stack Modification	Planholders, Details
RFP-120043-SK-0-2012/SK	City of Las Vegas	Rejected	10/6/2011	11/3/2011	Digester Gas Flare Equipment	Planholders, Details
RFP-SW10-11-0-2011/CB	Winnebago County, WI - Purchasing Department	Awarded	7/1/2011	7/26/2011	Landfill Gas Blower and Flare System Installation	Planholders, Details
RFP-SW04-11-0-2011/LF	Winnebago County, WI - Purchasing Department	Rejected	5/18/2011	6/8/2011	Landfill Gas Blower and Flare System	Planholders, Details
RFP-F0905-104-0-2009/DG	City of Sunnyvale	Awarded	6/2/2010	7/7/2010	Engineering Design for Replacement of the Landfill Gas Flare, Blowers, and Associated Equipment	Planholders, Details
ITB-013-0-2010/KR	Leon County - Purchasing Division	Awarded	12/17/2009	1/13/2010	Installation of Metering for Methane Gas Flare System	Planholders, Details

Page 1 of 5 first | previous | next | last

Search Criteria

Basic search

Note: Not all fields are necessary to conduct a search.

Show bids Only Show My Bids
 All bids in the system

Bid Status

Bid Identifier (Sample: RFP-5454-0-2000/CWD)

Fiscal Year

Bid Name

Agency

User: **Rothering, Leslie**

Organization: **Brevard County - Purchasing Services**

Logout | Help

DEMANDSTAR

by ONVIA

My DemandStar **Buyers** Account Info

Log Bid [View Bids] **Log Quote** **View Quotes** **Supplier Search** **Build Broadcast List** **Reports**

Bids

Modify Search

41 bids found.

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
IFB-09822GE-0-2009/GE	Sarasota County - Procurement	Awarded	7/3/2009	7/22/2009	Landfill Gas Flare Station	Planholders, Details
IFB-09792GE-0-2009/GE	Sarasota County - Procurement	Cancelled	5/20/2009	6/10/2009	Landfill Gas Flare Station	Planholders, Details
ITB-131M-09F-0-2009/MH	City of Irving - Purchasing Division	Under Evaluation	2/27/2009	3/13/2009	Fusee Flares	Planholders, Details
ITB-091A901207-0-2008/KM	City of Cincinnati - Purchasing Division	Under Evaluation	12/23/2008	1/7/2009	Highway Flares **Call 513/352-3209 to request bid document**	Planholders, Details
ITB-PDUS-09-0014-0-2009/DAS	City of Virginia Beach - Purchasing Division	Awarded	12/23/2008	1/6/2009	EMERGENCY FLARE ANNUAL PRICE AGREEMENT	Planholders, Details
RFB-7191-0-2009/FR	City of Anaheim - Purchasing	Under Evaluation	10/10/2008	10/29/2008	FLARES	Planholders, Details
RFQ-10354-0-2009/DB	Metro (Bi-State Development Agency)	Awarded	9/22/2008	9/24/2008	FENDER FLARE FRONT	Planholders, Details
ITB-B0005471-0-2008/CM	City of Chattanooga	Under Evaluation	8/26/2008	9/10/2008	B0005471 Rofin Polilight Flare Plus	Planholders, Details
RFB-7028-0-2008/FR	City of Anaheim - Purchasing	Under Evaluation	10/24/2007	11/6/2007	FLARES	Planholders, Details
ITB-07B-067-0-2007/HT	Marion County Procurement Services Department	Awarded	6/6/2007	7/11/2007	07B-067 Baseline Landfill Flare Modifications - Electrical Contractor Assistance	Planholders, Details

Page 2 of 5 first | previous | next | last

Search Criteria

Basic search

Note: Not all fields are necessary to conduct a search.

Show bids Only Show My Bids
 All bids in the system

Bid Status

Bid Identifier / (Sample: RFP-5454-0-2000/CWD)

Fiscal Year

Bid Name

Agency

State

Due Date

Commodity Group

Commodity Keyword



BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
SOLE SOURCE PURCHASE DATA

Date Submitted: 7/14/2014 Requesting Department/Division: Solid Waste Management

Requisition #: Contact Person/Phone #: Deborah Lugar, 633-2042

One time purchase Annual purchase

Amount of Purchase: \$130,000 (One time) \$ (Estimated annual amount)

Recommended Vendor/Contractor: LFG Specialties (CB&I)

Commodity or Service: LFG Flare Repair/Upgrade

- 1. State why this is the only item or service which will fulfill the need:
- 2.

In 1993-94 the Solid Waste Management Department contracted with Landfill Gas Specialties to design and construct the landfill gas flare station with two flares, two blowers, a control panel and other accessories to treat the landfill gas generated by the slurry wall landfill, as required by federal and state permits. The facility was upgraded with an additional flare and blower in 2003, also by LGS Specialties. In 2005, the County entered into an agreement with Landfill Energy Systems to utilize all the gas generated at the CDF in a landfill gas-to-energy (LFGTE) plant. Since the construction and operation of the LFGTE plant, the flare station has been used minimally for annual permit compliance testing and as backup for the plant when off line for maintenance. Routine maintenance of the flare system is conducted by county staff. Expansion of the landfill gas collection system in the next 6 months will generate additional gas which will require the flares to be operated at the same time as the LFGTE plant. Additional landfill gas generated, but not collected will result in the release of landfill gas from the surface of the landfill and result in Title-V permit noncompliance and regulatory agency enforcement action. To maintain compliance with the landfill's Title V air permit, and until such time as it is demonstrated as economically feasible to expand the LFGTE plant, the flare station must be operated concurrently with the plant to collect and burn off excess gas not utilized by the plant. In order to operate both systems concurrently, it is necessary to perform an upgrade to the flare system and blower controls, and perform certain maintenance activities beyond the capabilities of in-house staff. The original system was designed and installed by LFG Specialties and they are the only company capable of modifying and upgrading their original system.

- 2. Verify that this is the only source: (attach documentation).

Letter attached

Florida Statute 838.22, BRIBERY, MISUSE OF PUBLIC OFFICE, subsection (2) states: "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services." Subsection (3) reads: "It is unlawful for any person to knowingly agree, conspire, combine, or confederate directly or indirectly with a public servant to violate subsection (1) or subsection (2)". Subsection (5) reads: "Any person who violates this section commits a felony of the second degree."

Each undersigned individual hereby attests that he/she took part in the non-competitive procurement identified above, has reviewed Florida Statutes, Chapter 838 as it relates to sole source contracts, and that he/she is independent of, and has no conflict of interest in, the entity evaluated and selected.

Requisitioner Signature: *Dr. Lugar* Date: *7-14-14*

Requesting Department Head Signature: *[Signature]* Date: *7/14/2014*

Central Services Office Director or Purchasing Manager's approval: *Dustin B... [Signature]* Date: *7/14/14*

County Manager/Deputy County Manager/ Assistant County Manager Approval (if applicable): *[Signature]* Date: *7/14/14*



Michael Wells
Business Development Manager
LFG Specialties, LLC

CB&I
16406 US Route 224 East
Findlay, Ohio 45840
Tel: +1 419 425 6190
Fax: +1 419 424 4991
Mike.wells@CBI.com

July 14, 2014

Deborah Lugar
Brevard County Solid Waste Management Dept.
2725 Judge Fran Jamieson Way, A118
Viera, FL 32940

Subject: LFG Specialties Sole Source

Dear Mr. Millette:

LFG Specialties, LLC is a division of Shaw Environmental, Inc. and was purchased by CB&I, Inc. in February of 2013. LFG Specialties is still an operating entity. This letter is to formally document that the Candlestick Flare System, Unit # 1241 that was purchased by Brevard County Solid Waste was manufactured by LFG Specialties using proprietary design and we will be the sole provider of maintenance and parts for this gas flaring system.

Sincerely,



Lee Zink
Business Development
LFG Specialties, LLC
Environmental & Infrastructure
281-386-1201

CB&I
16406 US Route 224 East
Findlay, OH 45840