

Meeting Date
July 22, 2014



AGENDA	
Section	Consent
Item No.	<b>II A 7</b>

**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     No     PR

County Manager

Stockton Whitten

Assistant County Manager: Mel Scott

Department Director: Euripides Rodriguez



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

*Kelley Fulton*

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

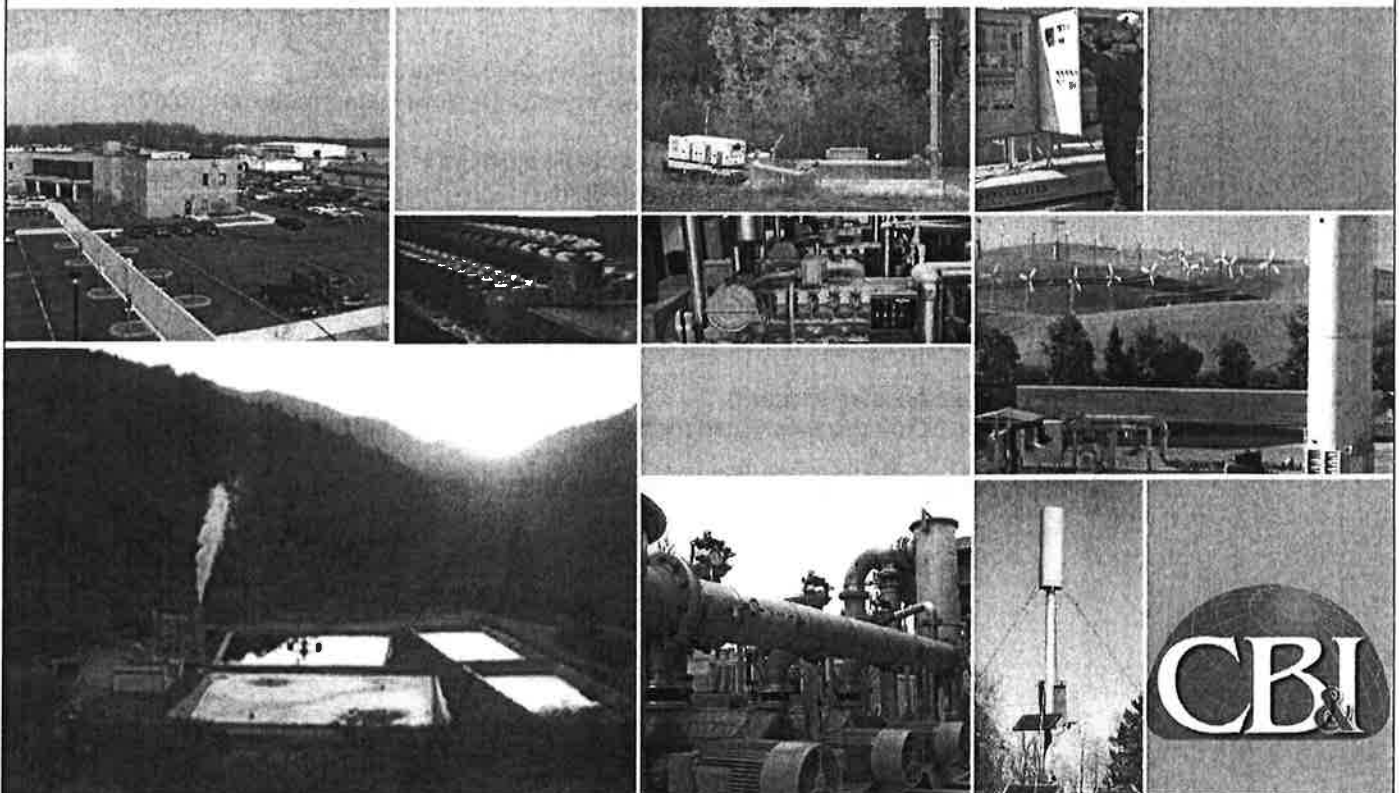
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Prepared by:  
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[lee.zink@cbi.com](mailto:lee.zink@cbi.com)

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Presented by:  
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Service Manager  
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[www.cbi.com/lfgspecialties](http://www.cbi.com/lfgspecialties)



## SERVICE AGREEMENT

This service agreement "Agreement" which includes the Services & Equipment Specification and Terms and Conditions of Service below is entered into on the undersigned date, by and between CB&I Environmental & Infrastructure, Inc. ("CB&I"), a Louisiana corporation, and Brevard County Solid Waste (hereinafter "Client").

In consideration of the covenants contained herein and for other good and valuable consideration, the legal sufficiency of which is acknowledged, the parties wishing to be legally bound agree as follows:

### I. SERVICE AND EQUIPMENT SPECIFICATION

CB&I hereby proposes to furnish the Equipment and Services as described in this Agreement per the following and subject to the standard "Terms and Conditions of Services" below:

#### A. Service and Equipment Scope:

CB&I is pleased to present, for Client's consideration, the following scope of work:

1. Flare system modifications to enable Flare #1 to run (using Blower #3) in conjunction with the Gas Plant, enable Flare #2 to run (also using Blower #3) for testing, including:
  - One 16 in. fail safe automatic pneumatic valve to replace the existing main actuator valve and components
  - One 30 in. 20 micron demister/filter to replace the existing demister in the KOP
  - One 10 check valve to replace the existing check valve on piping to Blower #3
  - One 10 in. fail safe automatic pneumatic valve (New air lines and actuator valve at Flare #1)
  - New process and pilot thermocouples on Flare #1 and Flare #2
  - One 10 in. Varec Model 5010 flame arrester
  - Two new junction boxes
  - Four days of labor to install and test above components

#### Notes:

- Customer to provide assistance with installation of valves.
- New valves will require nitrogen to operate.

2. Flare Control Upgrades to allow for operation of all flares and blower, including:
  - Flame-Trol III PLC-based automatic flare controller with blower amp meter and blower hours meter
  - Blower motor control center with starters and circuit protectors
  - Main power disconnect and step down transformer
  - Structural roof for heat and weather protection
  - Mounted on a 4 ft. x 4 ft. structural steel skid
  - One day of labor to install and test Flame-Trol III

Note: Offloading and placement within 5 ft. of existing panel by others.

3. Installation of a chart recorder, including:
  - One Yokogawa FX106 paperless chart recorder to record flame temperature and landfill gas flow
  - One half day of labor to install, program and test chart recorder

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.

Prices are quoted firm for prompt acceptance and shipment per delivery schedule. Prices are valid for 45 days from date of issue.

Prices do not include any taxes, duties or assessments.

E. Field Service Rates and Availability:

Service personnel are available on an on call service for \$1,200.00/day plus \$2.50/mile.

F. Equipment Warranty:

CB&I guarantees only the replacement parts supplied by CB&I as outlined and specified in this Agreement for the period of six (6) months from date of shipment.

## 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.

## 6. Indemnity by CB&I

Subject to the limitations stated herein, **CB&I** shall defend, indemnify and hold harmless **CLIENT** (including its officers, directors, shareholders, employees, and agents) from and against any and all losses, liabilities, claims, demands, damages, fines and penalties, and related expenses (including reasonable legal fees and costs) to the extent (and only to the extent) arising out of **CB&I'S** negligent acts, errors or omissions or willful misconduct in performing Services.

## 7. CLIENT Warranties, Representations, and Covenants

**CLIENT** warrants, represents, and covenants as follows:

**a. Responsibility for Sites:** **CLIENT** has responsibility for the sites with respect to which **CLIENT** may request Services. There will exist no legal impediment or restraint applicable to **CLIENT**, the site or otherwise, which may adversely affect the ability of **CB&I** to perform the Services.

**b. Characteristics of Materials or Existing Flare Systems:** Any materials or existing flare systems with respect to which **CB&I** performs Services either (1) will have the composition and characteristics described by **Client** either verbally (which shall promptly be reduced to writing) or in the request for proposal or other documents given to **CB&I**, or (2) if nonconforming, will not (i) increase the cost of performing the Services; (ii) increase the nature or extent of the hazard or risk undertaken by **CB&I** in agreeing to perform the Services; and (iii) be such that the facilities designated can no longer be legally used or the Services legally performed.

**c. Characteristics of Site:** **CLIENT** will provide **CB&I** with all relevant information available to it concerning the site, equipment or existing flare system for which Services are requested, including, without limitation, any hazards that are known by **CLIENT** to be present, summaries and assessments of the site, equipment or existing flare system's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the equipment or existing flare system or the site.

**d. CLIENT'S Duties:** **CLIENT** shall, at its cost, at such times as may be required by **CB&I** for the successful, timely, and expeditious completion of Services:

- (1) Provide unimpeded and timely access to the site, any necessary third-party property, and an adequate area for **CB&I**, equipment storage, and employee parking necessary for the Services.

**e. Changes:** If **CB&I** encounters any unforeseen, differing or changed conditions or circumstances, the time for completion of such Services shall be extended, and **CB&I** shall receive an equitable compensation adjustment if **CB&I** incurs additional costs or additional Services are required.

## 8. Indemnity by CLIENT

**CLIENT** shall defend, indemnify, and hold harmless (and does hereby release) **CB&I** (including its parent, subsidiary and affiliated companies and their officers, directors, employees, and agents) from and against, any and all liabilities, claims, demands, losses, damages, fines and penalties, and related expenses (including legal fees and reasonable costs of investigation), to the extent resulting from, attributable to, or arising out of:

- a.** Any action or inaction of **CLIENT** or any third party or compliance by **CB&I** with directives issued by **CLIENT**;
- b.** Any breach by **CLIENT** of any warranties, other provisions hereof, or of laws, regulations, or ordinances;

## 9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT:

**a.** IN NO EVENT SHALL **CB&I** BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, IMPACT, OR CONSEQUENTIAL LOSSES, DAMAGES (INCLUDING LOSS OF PROFITS), LIABILITIES OR EXPENSES INCURRED BY **CLIENT** OR ANY THIRD PARTY AS A RESULT OF **CB&I'S** PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR BY APPLICATION OR USE OF REPORTS PREPARED OR

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.

**13. Force Majeure**

Neither party shall be deemed in default of this Agreement or any order hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lockouts, and changes in laws, statutes, regulations or ordinances.

**14. Assignment**

Neither party shall assign any right or delegate any duty under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, any subsidiary or affiliate of **CB&I** or other persons **CB&I** designates may perform some or all of the Services, and **CB&I** may upon notice to the CLIENT assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties' respective successors and assigns.

**15. Governing Law**

This Agreement shall be governed by and interpreted pursuant to the rules of the state where the services are to be performed.

**16. Entire Agreement**

The terms and conditions set forth in this Agreement constitute the entire understanding of the parties relating to the provision of Services by **CB&I** to CLIENT and shall be deemed incorporated in all Orders unless otherwise agreed in writing by **CB&I**. In the event of conflict, this Agreement shall govern. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other form of the CLIENT is hereby expressly objected to by **CB&I** and shall not operate to modify the Agreement, and **CB&I'S** acceptance of an Order is expressly conditioned on and limited to assent to the provisions hereof. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing **CB&I** to begin work. This Agreement may be amended only by a written instrument signed by both parties.

**17. Waiver of Terms and Conditions**

The failure of **CB&I** or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

**18. Severability and Survival**

Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. The terms and conditions hereof shall survive the termination of this Agreement.

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 <sup>DEM</sup> 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	<a href="#">Planholders, Details</a>
IFB-09792GE-0-2009/GE	Sarasota County - Procurement	Cancelled	5/20/2009	6/10/2009	Landfill Gas Flare Station	<a href="#">Planholders, Details</a>
ITB-131M-09F-0-2009/MH	City of Irving - Purchasing Division	Under Evaluation	2/27/2009	3/13/2009	Fusee Flares	<a href="#">Planholders, Details</a>
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**	<a href="#">Planholders, Details</a>
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	<a href="#">Planholders, Details</a>
RFB-7191-0-2009/FR	City of Anaheim - Purchasing	Under Evaluation	10/10/2008	10/29/2008	FLARES	<a href="#">Planholders, Details</a>
RFQ-10354-0-2009/DB	Metro (Bi-State Development Agency)	Awarded	9/22/2008	9/24/2008	FENDER FLARE FRONT	<a href="#">Planholders, Details</a>
ITB-B0005471-0-2008/CM	City of Chattanooga	Under Evaluation	8/26/2008	9/10/2008	B0005471 Rofin Polilight Flare Plus	<a href="#">Planholders, Details</a>
RFB-7028-0-2008/FR	City of Anaheim - Purchasing	Under Evaluation	10/24/2007	11/6/2007	FLARES	<a href="#">Planholders, Details</a>
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	<a href="#">Planholders, Details</a>

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**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: *Deborah Lugar* Date: 7-14-14

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

Central Services Office Director or Purchasing Manager's approval: *[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