

**ISSUING DEPARTMENT INPUT DOCUMENT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New     OTR     Sole Source     Bid Waiver     Emergency    Previous Contract/Project No. \_\_\_\_\_  
 \_\_\_\_\_  
Contract

Re-Bid     Other – Access of Other Entity Contract    LIVING WAGE APPLIES:  YES     NO  
 Requisition No./Project No.: RFP-01700    TERM OF CONTRACT 10 YEAR(S) WITH 10 YEAR(S) OTR

Requisition /Project Title: Compressed Natural Gas Fueling Station

Description: Design, build, finance, operate and maintain a Compressed Natural Gas Fueling Station

Issuing Department: ISD    Contact Person: Rita Silva    Phone: 3053751081  
 Estimate Cost: \$10,000,000    GENERAL    FEDERAL    OTHER  
Funding Source: disposal revenues and collections revenues

**ANALYSIS**

<b><u>Commodity Codes:</u></b>	<u>720-33</u>	_____	_____	_____
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>	
<b>Contractor:</b>	_____	_____	_____	
<b>Small Business Enterprise:</b>	_____	_____	_____	
<b>Contract Value:</b>	_____	_____	_____	
<b>Comments:</b>	_____			
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO				

**RECOMMENDATIONS**

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>	_____	_____	_____	_____

Basis of Recommendation: \_\_\_\_\_  
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Signed: Rita Silva    Date sent to SBD: 8/24/20

	Date returned to SPD:	
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Rev. 072518

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, is soliciting proposals from qualified firms to enter into a Project Agreement with the County for the design, financing, construction, maintenance and operation of a Compressed Natural Gas (CNG) Fueling Station (the "Project Agreement") to include delivery of the natural gas. The objective of this Solicitation and any resulting contract is to provide a cost effective fueling solution to support the transition of heavy fleet vehicles to CNG, as a bridge between diesel and electric fuels, for the County's Department of Solid Waste Management and potentially other departments that may use the CNG Fueling Station.

Through this Solicitation, the County intends to solicit proposals, evaluate the responses, and select a Proposer to negotiate a Project Agreement. The County anticipates awarding a contract for a ten (10) year period, with two (2), five (5) year options to renew, at the County's sole discretion.

## 2.0 SCOPE OF SERVICES

### 2.1 Background

The County is seeking to pivot away from traditional diesel fueled heavy vehicles and equipment. The County intends to enter into a Project Agreement for a CNG Fueling Station to provide alternative fuel as a bridge to electric vehicles. The CNG Fueling Station will provide CNG Fuel to the Department of Solid Waste Management (DSWM) for its heavy fleet vehicles. The DSWM currently uses mostly diesel engine powered vehicles for its heavy fleet. The County is focusing on the heavy diesel fleet at the DSWM that are currently maintained by the Internal Services Department. Other CNG heavy equipment types, including those belonging to other County departments, may be added at the County's option, until such time as electric vehicles become financially and environmentally competitive.

### 2.2 Objectives

Through the Project Agreement, the County intends to enter into a public private partnership with the selected Proposer to achieve the following:

- a) Design, build and finance a two-pump, two-lane -fill CNG Fueling Station located at the Project Site in the Old South Dade Landfill (Folio 30-6028-000-0080) – Immediately south of 23700 SW 97 Avenue, Homestead, FL;
- b) Supply the natural gas for compression at the CNG Fueling Station; and
- c) Operate and maintain the CNG Fueling Station located at the Project Site.

### 2.3 Proposer Qualifications

The Proposer, and its Subcontractors, as applicable to their roles, should have previous experience in the project planning, developing, financing, operating and maintaining CNG Fueling Stations. The Proposer should have a proven track record of undertaking and successfully accomplishing project investments and developments of similar scope, cost and complexity to this Project within the United States. Similar developments would include those where the number of vehicles, gas consumption, and size of the station are comparable to the CNG Fueling Station. The Proposer should demonstrate the financial strength to provide the financing of the Project.

### 2.4 Fleet

DSWM intends to transition its over-the-road heavy fleet vehicles from diesel to CNG, as a bridge from diesel to electric. As diesel vehicles operating out of South Dade Landfill are retired from service, DSWM will replace them with CNG versions, in accordance with the DSWM Fleet Plan. The quantities and types of vehicles will be determined by those that visit the South Dade Landfill daily for dumping of garbage and/or trash. The Fleet Plan is updated annually through the budget development process and operational needs will determine the number of vehicles annually transitioned to CNG.

The fleet information provided here is to generally guide Proposers in developing plan design for the proposed CNG Fueling Station. **Attachment 1, Fleet Information and Preliminary DGE Demand**, provides the number of vehicles that visit the South Dade Landfill daily, the average diesel fuel consumption for the most representative vehicle types, and the estimated annual DGE consumption over the five year ramp up period. Fast-fill capability is required at the CNG Fueling Station to ensure continuity of operations throughout the day and night. The purchase of CNG vehicles is not part of the contract deliverables under the Project Agreement. It is possible that the CNG Fueling Station use will expand to other departments or County Affiliates not identified yet.

### 2.5 Tasks

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The Project Agreement (see draft attached) shall provide for the overall implementation and operation of the CNG Fueling Station. The Contractor shall provide all Services required per this RFP and the Project Agreement. The County has identified the general tasks and deliverables below.

### **2.5.1 CNG Fueling Station Development**

a) Preparation Activities

The Contractor shall provide for all preparation activities required for a fully functional fast-fill CNG Fueling Station at the Old South Dade Landfill. The Contractor shall inspect the facilities and the infrastructure at the Old South Dade Landfill including all existing buildings, structures, and equipment, for all conditions that may impact the Work. The preparation activities include, but are not limited to, all natural gas and electrical utility infrastructure development, installation of underground of natural gas utility pipelines, all electrical work and electrical utility upgrades, restoration and all related work in order to complete the turnkey CNG Fueling Station.

(Note: County personnel may conduct a Site Visit at the location. The County encourages all interested parties to participate in the Site Visit in order to inspect the Project Site prior to proposal submittal. Proposers are encouraged to review all available architectural plans, as-builts, site plans and other building documents.)

b) Design, Build and Finance Project

The Contractor shall design, build, and finance the two-pump, two lane fast-fill CNG Fueling Station at the Project Site that will meet the heavy fleet CNG fueling requirements. The location of the fast-fill station at the Old South Dade Landfill will be determined by agreement of the County and Contractor, based upon the Contractor's proposed recommendation.

c) Compression System

The Contractor shall install the electrically powered compression system with sufficient number of compressors sized to accommodate the number of heavy vehicles that visit the site on a daily basis and the estimated DGE delivered on a daily basis. The compression system must meet these fleet fueling requirements with one compressor not in operation and must include a back-up generator to fully power the compression system in the event of loss of electrical power. The CNG Fueling Station shall include CNG storage redundancy.

d) Approvals and Equipment Installation

The Contractor shall obtain all federal, state and local permits, approvals, and licenses necessary, and pay all fees, to complete all phases of the Project and shall comply with applicable building and zoning codes and regulations, including obtainment of final certificate of occupancy. The Contractor shall complete any required facility upgrades, including design, permitting, and construction required to build the CNG Fueling Station. The Contractor shall evaluate and implement applicable best practices from the EPA Natural Gas Star Program, to minimize loss of product and associated methane emissions (<http://www.epa.gov/gasstar/tools/recommended.html>). All equipment shall be installed in accordance with the manufacturer's requirements.

e) Safety

The Contractor shall ensure the CNG Fueling Station is constructed, operated and maintained with the safety and well-being of everybody at the Project Site and the public as the paramount objective. Execution of the Project must not impede the County's normal operations at the South Dade Landfill.

### **2.5.2 CNG Fuel**

a) Procure Natural Gas

The Contractor shall continuously procure and receive natural gas, for the purposes of compressing the natural gas and storing CNG at the CNG Fueling Station to meet the CNG Fuel requirements of County Vehicles.

b) County Affiliates

Should the County provide written notice to Contractor of County Affiliates that will fuel at the CNG Fueling Station, the Contractor shall continuously procure and receive natural gas, for the purposes of compressing the natural gas and storing CNG Fuel at the CNG Fueling Station to meet the CNG Fuel requirements of County Affiliates.

c) Alternate Fueling Arrangements

If, for operational purposes, the County finds it beneficial to have County CNG vehicles fuel at other CNG fueling sites, the

County may at its sole discretion, choose to do so. This option does not, in any way, relieve the County of its financial responsibilities to meet its Minimum Annual Volume guarantee. If at any time, or if it appears imminent that, Contractor will be unable to timely provide natural gas to compress or to provide CNG Fuel to the County's Vehicles at the CNG Fueling Station, Contractor shall immediately give notice to the County and work with the County to make alternate arrangements to provide CNG Fuel for the County Vehicles within 24 hours pending Contractor's ability to resume full performance of timely provision of CNG Fuel. Alternate arrangements will include, at the County's option, the right of the County to fuel at another station, provision by the Contractor of a mobile CNG fuel truck or mobile fueling station, or Replacement CNG Fuel pursuant to the Replacement CNG Fuel Plan which must provide CNG Fuel at the same quality level and requirements herein. All differential costs for alternate CNG Fuel will be absorbed by the Contractor.

d) County Option to Obtain Natural Gas

The County may opt to purchase the natural gas from another contractor for the Contractor to compress at the CNG Fueling Station. In the event the County elects to obtain/purchase natural gas through a different contractor, the Contractor shall continue to compress natural gas obtained by County and provide to the CNG Fueling Station.

e) Title to Natural Gas

Contractor warrants good title to the natural gas procured and received by Contractor at a Project Site. The title to such gas shall pass to County at the CNG Fueling Station.

f) Capacity

The Contractor shall maintain a minimum current capacity of FTS-1 and/or FTS-2 in the Florida Gas Transmission pipeline, or another supply mutually agreed to by the County and Contractor, sufficient to meet the requirement that the CNG Fueling Station is capable of fueling at least 100 vehicles in the CNG fleet, averaging an estimated 1,700 DGE per day, but varying based on operational demand, typically higher on M/T/T/F and lower on W/S/S, as specified in the Project Agreement, **Article 10**.

### 2.5.3 Compression of Natural Gas, Storage and Maintenance of CNG Fueling Station

a) Compression

The Contractor shall continuously compress natural gas procured and/or received at the CNG Fueling Station and store and sell to County at the CNG Fueling Station quantities of CNG Fuel sufficient to meet the CNG Fuel requirements of County Vehicles, as further detailed herein, and to meet the requirements of the Project Agreement. Should the County elect to obtain/purchase natural gas through a different contractor, the Contractor shall continuously compress natural gas obtained by County and provide CNG Fuel at the CNG Fueling Station. The Contractor shall be responsible for ongoing costs of telecom, electrical power and any other utility at the Project Site which are required for the operation of the CNG Fueling Station.

b) County Affiliates

Should the County provide written notice to Contractor of County Affiliates that will fuel at the CNG Fueling Station, the Contractor shall continuously compress natural gas procured by the County and/or received at the CNG Fueling Station and store CNG Fuel at the CNG Fueling Station quantities of CNG Fuel sufficient to meet the demands of County Affiliates.

c) Hours of Operation

The Contractor shall operate the CNG Fueling Station to provide fueling 24 hours per day, 7 days a week. In replacing diesel heavy fleet with CNG Fuel propelled heavy fleet, the County is reliant on the Contractor to provide CNG Fuel at all hours for its operation.

d) Maintenance Hours and Maintenance Response

The Contractor shall maintain the CNG Fueling Station and all CNG Equipment 24 hours per day, 7 days a week. CNG Equipment shall be maintained to ensure the CNG Equipment is continuously operational for its intended use and in accordance with the manufacturer's recommended standards. Contractor shall maintain and repair all CNG Equipment and components on the Project Site, except to the extent maintenance and repair is the obligation of a utility serving the Project Site or the County. If Contractor has to shut down or reduce fueling capacity for scheduled Maintenance, then Contractor will provide alternative CNG Fueling method in advance, to maintain the County and its Affiliates fueling capacity. If unscheduled or unanticipated maintenance is necessary, then Contractor will have 24 hours to provide alternative fueling capacity. All alternative fueling will be at no additional cost to the County.

Contractor shall have maintenance and repair personnel or contractors on call to perform emergency or required repairs and maintenance. In the event of an emergency at the CNG Fueling Station, Contractor shall acknowledge the event electronically

or by phone to the County within one (1) hour and arrive at the subject Project Site within two (2) hours of the event. These response times will be calculated from either County provided notice or CNG Equipment system notice to the Contractor, whichever occurs first. The repair time by the Contractor for malfunctions at the CNG Fueling Station shall be no longer than 8 hours after notification, unless such malfunction results in loss or degradation of fueling capacity or poses a safety hazard, in which case the repair work shall commence immediately in order to restore the safe and effective operation of the CNG Fueling Station as soon as is commercially reasonable.

An “emergency” as used herein means a major gas leak, an inoperable CNG Fueling Station or the inability by the County to fuel vehicles. Notwithstanding the response times, Contractor is responsible for ensuring the appropriate agency is notified and taking appropriate action in case of an emergency, such as a gas leak, that may cause imminent danger. The Contractor shall provide CNG evacuation or defueling equipment for maintenance. The location(s) of the defueler will be determined by the County in consultation with the Contractor, taking into consideration the proposed recommendation.

e) Maintenance Plan and Replacement CNG Fuel Plan

Concurrent with or prior to the date of Substantial Completion pursuant to **Appendix B, Design and Construction Administration Agreement** of the Project Agreement, Contractor shall present to the County its Maintenance Plan for the periodic service and maintenance suitable for the CNG Fueling Station, a Replacement CNG Fuel Plan, and keep the County advised of updates to said plans. The Maintenance Plan shall include advance notice of any periods when any or all of the CNG Fueling Station or CNG Equipment will be unavailable for normal use.

f) Fuel Quality

Contractor shall deliver CNG Fuel in accordance with the Fuel Quality requirements below. If the Contractor fails to meet such Fuel Quality requirements, Contractor shall be liable to the County for any resulting damage directly arising from such failure.

- (i) Moisture Content: CNG Fuel dispensed to County Vehicles shall meet the moisture content requirement as specified by the SAE standard J-1616, based on a low ambient temperature of thirty-five degrees (35°) Fahrenheit.
- (ii) Oil Content: CNG Fuel at any dispenser outlet shall contain no more than thirty (30) PPM (parts per million) by mass of compressor lube oil.
- (iii) Florida Standards: CNG Fuel must conform to Florida State Department of Agriculture and Consumer Services Division of Standards Chapter 5F-2, the latest applicable American Society for Testing and Materials (ASTM) standards corresponding to Miami-Dade County for the CNG Fuel type, and the latest standards established by the Environmental Protection Agency (EPA).

If the County has reason to believe that CNG Fuel does not meet the requirements listed under this paragraph, the Contractor shall have the CNG Fuel from the dispenser nozzle tested by a method approved by the County and the Contractor, which shall include a third-party laboratory to test for the suspected noncompliance. Any costs to the County for any test it undertakes with a positive result (i.e. noncompliance of specification) shall be borne by the Contractor.

g) Safety

Contractor shall continuously be familiar with the County operations at the Project Site and shall conduct all maintenance, repair, services or other Work at the CNG Fueling Station so as to provide minimum or no disruption to County operations. Contractor shall advise County immediately of any safety or other concern observed or identified by Contractor regarding the CNG Fueling Station or surrounding area to include area lighting.

h) County Responsibility

County is responsible for damage to the CNG Fueling Station by County Vehicles. For damage to the CNG Fueling Station caused by a County Vehicle, Contractor will advise the County of the cost to repair, and upon County approval, will perform the repair and invoice the County separately.

## 2.7 Reporting

a) Fuel Data Collection

The CNG Fueling Station must include a fuel data collection system capable of distinguishing between Miami-Dade County departments and County Affiliates fueling, and each County Department and County Affiliate may require separate billing. The system must be capable of communicating fuel and vehicle data electronically with the existing County fuel system (E. J. Ward) in order to provide comprehensive auditable fuel data in a text delimited format per vehicle, hose, compressor, and gas company meter. The system must also have the ability to transfer fuel data daily in an automated fashion with file transfer protocol (FTP).

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b) Financial

Contractor shall maintain an internal control structure consistent with Prudent Practice to measure and record transactions and generate financial records for the purposes of preparing financial statements and reports. The internal control structure shall be documented in written policies and procedures and provided to the County upon request. Contractor shall retain supporting documentation for all refunds and voided transactions.

On an annual basis, Contractor shall provide to the County copies of financial reports that are comprised of the details of the amount of CNG Fuel sold at the CNG Fueling Station as well as Contractor's calculation of CNG Fuel price per DGE charged to the County during the prior Contract Year, noting if different than amounts invoiced along with the justification for the discrepancy, no later than thirty (30) calendar days after the end of each Contract Year. Contractor shall keep and maintain accurate records of all CNG Fuel sales at the CNG Fueling Station and shall, subject to this paragraph, make records relating to the cost of CNG procurement and transportation available to the County on request and under commercially-reasonable conditions.

**2.8 Financing/Payment**

The County intends to purchase CNG Fuel at the CNG Fueling Station and pay for the cost of the CNG Fuel and a supplemental charge added to the per DGE cost of the fuel dispensed for capital costs and compression costs. All (100%) CNG Tax Credits and/or incentives related to the purchase, sale, dispensing, or usage of CNG will be passed from the Contractor to the County. Such savings will be at full face value and deducted from amount paid to the Contractor. See the Project Agreement for specific terms and conditions regarding pricing.