

Date: December 12, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor



Agenda Item No. 8(N)(15)

Subject: Request for Additional Expenditure Authority to *Contract RFP-01966*, Heavy Duty 60-Foot Battery-Electric Low Floor Transit Buses, Authorizing the Use of Charter County Transportation Surtax Funds for Such Purpose

Resolution No. R-1111-23

Executive Summary

This item recommends approval of additional expenditure authority of \$15,938,574 to the County's contract with New Flyer of America, Inc. to enable the Department of Transportation and Public Works (DTPW) to purchase charging infrastructure equipment and associated services required to operate the forthcoming fleet of battery-electric buses along the South Corridor. The purchase is critical as it will facilitate the timely completion of the South Dade Transit Operations Center which is required for the battery-electric fleet to be used for Bus Rapid Transit (BRT) along the South Dade TransitWay.

The contract currently includes the manufacturing and delivery of 100 heavy duty 60-foot battery-electric low floor transit buses and 50 depot-based chargers, but did not include the charging infrastructure equipment, including the power receptacles for the chargers and the power dispensers to connect the chargers to the battery-electric buses. The charging infrastructure equipment was not originally included under this contract because it was expected to be supplied as part of the completion of the Operations Center, which will come online after service has already begun operation.

However, through further research and analysis, it was determined that New Flyer was also a potential source to supply the charging infrastructure equipment. It was also determined that using New Flyer as that source would provide significant operational efficiencies, highly favorable pricing, and provide expedited delivery of equipment to meet the timeline for the opening of the South Dade Transit Operations Center despite global supply chain issues. Accordingly, under this item, New Flyer will provide DTPW additional charging infrastructure equipment as well as delivery, commissioning, testing, and training services, ensuring the electric fleet can effectively operate along the TransitWay.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for increased spending of \$15,938,574 as a designated purchase under *Contract No. RFP-01966, Heavy Duty 60-Foot Battery-Electric Low Floor Transit Buses*, for DTPW to purchase charging infrastructure equipment and associated services. The County awarded this competitively-established contract through Resolution No. R-30-23 on January 17, 2023 for a value of \$175,594,364 for a five-year term to New Flyer of America, Inc. At the time of the advertisement, not all vendors in the industry could provide charging infrastructure equipment. Therefore, to avoid restricting competition in the solicitation in a field that already had limited providers, these components were not included in the scope. Because the charging infrastructure equipment was not included in the scope of the original solicitation, approval of a designated purchase, by a two-thirds vote of the Board members present, is being requested pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code.

It was originally anticipated that the equipment and services would be acquired from the contractor selected to construct the South Dade Transit Operations Center to avoid limiting competition on the electric bus acquisition. However, further industry research identified New Flyer as a potential source of supply. Upon staff analysis and review by external consultants, it was determined that using this contract as the purchasing mechanism will allow DTPW to manage all aspects of the battery-electric bus charging infrastructure through a single responsible party, providing consistent warranty provisions across all components and a single point of contact for technical support issues, thus providing significant operational efficiencies over entering into multiple separate contracts for various components of the infrastructure.

Additionally, lead times for production and delivery of the equipment have been extended as a result of global supply chain issues. New Flyer is able to work directly with the source of supply for the equipment and leverage existing industry relationships to provide expedited delivery to meet the timeline for the opening of the South Dade Transit Operations Center.

Further, industry research has indicated that the pricing provided by New Flyer represents highly favorable costs to the County. To obtain a valuation of the recommended purchase and ensure best value, the equipment and services were included as an optional item in *Solicitation No. CIP227A-DTPW22-CT* for the construction of the South Dade Transit Operations Center. To meet the timeline for completion of the South Dade Transit Operations Center, due to the extended lead time for this equipment, this item was prepared in parallel with the advertisement of that solicitation. A supplement to this item will be submitted to provide confirmation of savings to be achieved via this designated purchase. In the event that pricing received is lower than the pricing provided by New Flyer, withdrawal of this item will be requested.

Therefore, purchase via formal sealed bids is not practicable at this time because of the anticipated higher cost to the County, operational impacts resulting from managing multiple contracts, performance risk associated with multiple service providers, and potential impacts to delivery timelines. Accordingly, it is in the County's best interest to approve this designated purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code.

This item is placed for Board review pursuant to Miami-Dade County Code Section 29-124(f). The Board may only consider this item if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board. If CITT has not forwarded a recommendation and 45 days have not elapsed since the issuance of this recommendation, a withdrawal of this item will be requested.

Scope

The impact of this item is countywide in nature as the South Dade TransitWay promotes connectivity to the entire transit system.

Delegated Authority

The County Mayor or the County Mayor's designee will have the authority to execute Supplemental Agreement No. 1 to *Contract No. RFP-01966* and exercise all provisions thereof pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Fiscal Impact/Funding Source

The contract term expires on January 24, 2028. The contract has a current cumulative allocation of \$175,594,364 which was funded via Federal Transit Administration (FTA) Funds, State Funds, and Lease Financing. If this request is approved, the contract will have a modified cumulative allocation of \$191,532,938. The additional allocation in the amount of \$15,938,574 is funded through People's Transportation Trust (PTP) Funds. The requested increase in expenditure authority is based on price analysis and negotiations and includes funds for the purchase of optional items as well as a contingency.

The additional expenditure for this year was approved by the Board as part of the Fiscal Year 2024 County budget.

Department	Existing Cumulative Allocation	Additional Allocation Requested	Modified Cumulative Allocation	Funding Source for Additional Allocation	Contract Manager
Transportation and Public Works	\$175,594,364	\$15,938,574	\$191,532,938	PTP Funds	Carlos Delgado
Total:	\$175,594,364	\$15,938,574	\$191,532,938		

Track Record/Monitor

Vanessa Stroman of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Awarded Vendor

Vendor	Principal Address	Local Address	Principal
New Flyer of America, Inc.	6200 Glen Carlson Drive St Cloud, MN	None	Paul Soubry

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and review of performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists referenced include convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program provision applies.
- The Small Business Enterprise measures and Local Preference do not apply.

Attachment



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(15)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(15)
12-12-23

RESOLUTION NO. _____ R-1111-23

RESOLUTION AUTHORIZING A DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING MODIFICATION OF CONTRACT NO. RFP-01966 IN AN AMOUNT NOT TO EXCEED \$15,938,574.49 FOR THE PURCHASE OF CHARGING INFRASTRUCTURE EQUIPMENT AND ASSOCIATED SERVICES FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS; AUTHORIZING THE USE OF \$15,938,574.49 OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR THIS PROJECT WHICH WAS ADDED TO THE FIVE-YEAR IMPLEMENTATION PLAN IN 2020, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT NO. RFP-01966 FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS THEREOF PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board finds it is in the best interest of Miami-Dade County to modify Contract No. RFP-01966 as a designated purchase, in substantially the form attached hereto and made a part hereof, for the purchase of charging infrastructure equipment and associated services in a total amount not to exceed \$15,938,574.49 for the Department of Transportation and Public Works, pursuant to section 2-8.1(b)(3) of the Code of Miami-Dade County, by a two-thirds vote of the Board members present.

Section 2. This Board authorizes the use of \$15,938,574.49 of Charter County Transportation Surtax Funds for the Department of Transportation and Public Works which was added to the Five-Year Implementation Plan of the People's Transportation Plan in 2020.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute Supplemental Agreement No. 1 to Contract No. RFP-01966 and to exercise the provisions contained therein pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

	Oliver G. Gilbert, III, Chairman	aye
	Anthony Rodríguez, Vice Chairman	aye
Marleine Bastien	absent	Juan Carlos Bermudez aye
Kevin Marino Cabrera	aye	Sen. René García aye
Roberto J. Gonzalez	aye	Keon Hardemon absent
Danielle Cohen Higgins	aye	Eileen Higgins aye
Kionne L. McGhee	aye	Raquel A. Regalado aye
Micky Steinberg	aye	

The Chairperson thereupon declared this resolution duly passed and adopted this 12th day of December, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "B. Libhaber", is written over a horizontal line.

Bruce Libhaber

SUPPLEMENTAL AGREEMENT NO. 1

Contract Number: **RFP-01966**

Contract Title: **Heavy Duty Battery-Electric Low Floor Transit Buses**

Contractor: **New Flyer of America, Inc.**

Whereas, the County desires to purchase Additional Services and associated equipment in accordance with the provisions of the subject Contract; and,

Whereas, the Contractor has agreed to provide such Additional Services and associated equipment in accordance with the subject Contract and Attachment 1, Statement of Work, attached hereto; and,

Whereas, the parties acknowledge that no federal or state funds will be used for the purchase of such Additional Services and associated equipment; and,

Whereas, the parties wish to establish an equitable payment schedule for the provision of such Additional Services and associated equipment in accordance with Attachment 2, Pricing and Payment Schedule; and,

Now therefore, the parties agree to the following:

1. Attachment 1, Statement of Work, and Attachment 2, Payment Schedule, attached hereto, shall be incorporated into the subject Contract.
2. Article 1 is hereby revised to incorporate the following definition: The words "County Approval" to mean the County's written notification to the Contractor that all Additional Services, including any punch list items, have been completed and the associated products have been successfully functioning in accordance with the specifications for a period of 30 consecutive days. Such County Approval will not be unreasonably withheld or delayed.
3. Article 7 is hereby revised to state the following: The compensation for all Work and Services, inclusive of Additional Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of One Hundred Ninety Million Seven Hundred Fifty-Four Thousand Five Hundred Eighty-Three Dollars and Sixty-Two Cents (\$190,754,583.62). The County shall have no obligation to pay the Contractor any additional sums in excess of this amount, except for as otherwise allowable under the terms of the Contract or as a result of a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.
4. The provisions of Article 8 shall not apply to purchases completed under this Supplemental Agreement 1.
5. Payment for the Additional Services and associated products outlined in Attachment 1, Statement of Work, shall be completed in accordance with Attachment 2, Pricing and Payment Schedule, attached hereto.
6. Article 6 of the Contract is hereby updated to include the following contact information:
County Project Manager:

Carlos Delgado
Department of Transportation and Public Works
701 NW 1st Court
17th Floor
Miami, Florida 33136

Phone: 305-637-3709
Email: Carlos.delgado2@miamidade.gov

Contractor:
Manny Torres
New Flyer – Infrastructure Solutions
6200 Glenn Carlson Drive
St. Cloud, MN 56031

Phone: 256-770-6688
Email: manuel.torres@newflyer.com

7. Article 9 of the Contract is hereby updated to include the following information for submission of invoices and backup documentation:

invsubp@miamidade.gov

8. The Effective Date of this Supplemental Agreement No. 1 shall be the parties' signature below, whichever is later.
9. The provisions of Article 39, County User Access Program (UAP) are applicable to purchases completed under this Supplemental Agreement No. 1.
10. The following provisions shall apply to purchases completed under this Supplemental Agreement No. 1:

VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at <http://www.uscis.gov/e-verify>.

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

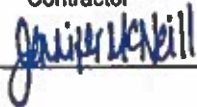
In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

In accordance with the above referenced Contract, this Supplemental Agreement, when properly executed, shall become part of the Contract.

All other terms, covenants and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to the above referenced County Contract.

Contractor
By: 
Name: Jennifer McNeill

Title: Vice President Sales and Marketing

Date: 10-18-2023

Attest: 
Colin Fernandez-Barquin
Corporate Secretary/Notary

Corporate Seal/Notary

Miami-Dade County

By: _____
for

Name: Daniella Levine Cava

Title: Mayor

Date: _____

Attest: _____
Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Approved as to form
and legal sufficiency

Assistant County Attorney

ATTACHMENT 1 – STATEMENT OF WORK**1. Additional Services to be Provided**

The Contractor shall furnish, deliver, perform cold testing, hot testing, commissioning, acceptance, provide in-person training, technical support and warranty as described in this Section 1 for the Equipment to be Provided (See Section 2) in accordance with the provisions of this Statement of Work. For avoidance of doubt, civil work, construction, and installation are outside of the scope of this Statement of Work as outlined in Table 1 below, which defines responsibilities of the Contractor and the County (via its Construction Contractor for the South Dade Transit Operations Center.)

TABLE 1 - BEB CHARGING EQUIPMENT RESPONSIBILITY												
	CONTRACTOR						COUNTY					
	F	I	T	A	C	W	F	I	T	A	C	W
✓ - Charging Cabinets	✓		✓	✓	✓	✓		✓				
✓ - Pantograph Dispensers												
✓ - Pantograph DC Outlet Boxes												
✓ - Pantograph RFID												
✓ - Pantograph WiFi												
✓ - Remote Plug-Ins Dispenser Unit												
✓ - Plug-In Cable and Plug												
✓ - Charge Management System												

LEGEND:

F=Furnish, I=Install, T=Test, A=Acceptance, C=Commission, W=Warranty

NOTES:

1. Installation and permitting is the sole responsibility of the County.

1.1. Cooperation and Project Management

The Contractor shall fully cooperate with the County and any third-party contractor(s) or subcontractor(s) which may be selected as a result of County Solicitation No. CIP227 A-DTPW22-CT, South Dade Transit Operations Center, and any subsequent solicitation issued for services related to the South Dade Transitway En Route Equipment, including coordination of schedules for delivery, commissioning, testing, and training required to achieve County Approval. The Contractor shall assign a dedicated project manager for the duration of Services under this Supplemental Agreement. Responsibilities of the project manager shall including, but are not limited to: attending cadence coordination meetings as required by the County, providing/coordinating timely technical support during the equipment installation, testing, commissioning and warranty periods, maintaining a project schedule which includes all key milestones and critical path items, and advising the County weekly of the status of the project.

Further, the Contractor shall coordinate with all subcontractors, manufacturers, and suppliers. All provisions of Article 20, Subcontractor Relations, shall apply.

1.2. Furnish and Deliver

The Contractor shall supply all equipment as identified in Section 2, including any ancillary components needed for the equipment to function in accordance with the provisions of this Statement of Work. Such equipment shall

be delivered to a site as designated by the County in accordance with the applicable Project Schedule identified herein, as may be subsequently modified upon mutual agreement of the parties. At the time of delivery, the Contractor shall inventory all equipment provided, subject to verification by the County, and provide a complete inventory listing to the County. The Contractor shall retain title of ownership, including all liabilities thereof, until such time as the County confirms receipt of delivery and receipt of the valid inventory listing. Such confirmation shall occur within 14 calendar days.

1.3. Testing and Commissioning

Contractor to conduct and be responsible for all aspects of equipment testing as required by Manufacturer, including any mutually agreed upon updates thereof, including but not limited to: cold testing, hot testing, remote testing, troubleshooting, verification and adequacy checks. During commissioning, Contractor shall schedule and conduct all commissioning events as required by Manufacturer in order to confirm equipment provided is delivering the required changing results in the time allotted contractually. Contractor Project Manager is to provide all related testing and commissioning documentation for site contractor concurrence and DTPW acceptance, as part of equipment testing, commissioning, acceptance, safety certification and permitting-related requirements under the site contractor.

1.4. Training

Contractor to provide in-person training to all DTPW staff, imparting training sessions to the day and night shifts during the three (3) working shifts (shift times are: 6am to 2pm, 2pm to 10pm and 10pm to 6am). All training sessions shall include at least one in-person trainer, in-classroom theory and equipment hands-on training. Trainer must be certified by the equipment manufacturer to impart such training. All classes shall provide hard copies of all training manuals to each participant and an all-inclusive digital copy submitted to the DTPW Project Manager.

1.5. Warranty and Preventative Maintenance

The Contractor shall provide a 12 year warranty for all equipment beginning on the date of County Approval. Such warranty shall be in conformance with the provisions of Attachment A, TECHNICAL SPECIFICATIONS, WR 1 and WR 2, Warranty Requirements of the Contract. Further, the Contractor shall provide preventative maintenance for the duration of the warranty period in accordance Annual Preventative Maintenance per Heliox standard procedures, attached hereto as Attachment 3.

1.6. Equipment Technical Support

From equipment acceptance and upon commissioning, Contractor will provide technical support for all equipment provided to monitor, troubleshoot, repair, etc. any warranty items that may arise at no cost to the County. Items beyond warranty will be discussed and agreed with the County prior to performing the work so that cost is agreed upon in advance. The term for technical support services is 36 months.

1.7. Equipment Storage

All equipment is to be delivered by the Contractor in accordance with the applicable Project Schedule. Should equipment be ready for delivery while installation site is not ready to commence installation, the County will provide an alternative location for storage of the equipment. The Contractor shall provide specifications for the storage location including any necessary environmental conditions and shall inspect such location and provide written confirmation that such location is suitable for the storage of the equipment. The County will maintain the location in the same condition as was present on the date of written confirmation. In accordance with Section 1.2, the Contractor shall conduct an inventory of equipment delivered. The County shall be liable for any damage to the equipment while in storage.

Upon notification by the County that the installation site is ready to commence installation, the parties shall mutually agree to date on which the Contractor shall relocate the equipment to the installation site. The Contractor shall be liable for any damage to the equipment that occurs during relocation of the equipment. The inventory process shall be repeated upon delivery to the installation site.

2. Equipment to be Provided**South Dade Transit Operations Center Equipment (Buy America Act Compliant)**

- a. Quantity 38 - Charge Pillar HPC DC 180kW with 7m (or 10m charging cable, at the County's option) (Plug-In Dispenser and 7M/10M dispenser cable) - HE9820006-01.
- b. Quantity 62 - DC Outlet Box (DC Outlet Box for Pantograph) - HE9820011-01.
- c. Quantity 62 - Inverted Pantograph (Pantograph Dispenser) Schunk - SLS 201.102
- d. Quantity 62 - Wifi Antenna (Wifi for Pantograph) Huber & Suhner - 1354.17.0001 / HE1117116
- e. Quantity 62 - RFID Antenna Reader (RFID for Pantograph) Kathrein - ARU 3500 / HE1722131

South Dade Transitway En Route Equipment (Buy America Act Compliant)

- a. Quantity 2 - Heliox FAST DC/OC 540kW UL Overhead Opportunity Charger
- b. Quantity 4 - OppCharge Masts
- c. Quantity 4 - Mast-mounted Inverted Pantographs (600A UL)

3. Equipment Performance Specifications

- 3.1. Total output charge power, direct current (DC): Nominal 180 kilowatts (kW), minimum capable to charge two (2) 675kWh battery electric buses (BEBs) from a ten percent usable by vehicle state of charge to ninety five percent (95%) or maximum usable by vehicle state of charge in a consecutive eight-hour period from a single charger with two (2) dispensers.
 - a. Systems that combine power outputs from two or more separate standalone cabinets to produce the total output charge power of the nominal 180kW minimum and charger time are acceptable and considered equivalent to a single 180kW cabinet unit.
 - b. Systems that employ a single larger kW cabinet with multiple outputs to dispensers that produce the total output charge power of the nominal 180kW minimum and charger time are acceptable and considered equivalent to a single 180kW cabinet unit.
- 3.2. Inverted pantograph charging dispensers shall be capable of charging full quantity of overhead electrically charged vehicles in a single consecutive (8) eight-hour period minimum, assuming full power is made available. Additional chargers provided in maintenance and services bays are not to be factored in to charging systems ability to charge the identified BEB fleet size in an eight-hour period.

4. Project Schedules**South Dade Transit Operations Center Equipment Project Schedule**

- a. Kick Off Meeting and Notice to Proceed (January 2024)
- b. Delivery of Equipment (On or around August 30, 2024)
- c. Initiation of Commissioning/Testing (Commencing September 2024)
- d. Completion of Commissioning/Testing (Completed December 31, 2024)
- e. Training (January 2025)
- f. County Approval (January 2025)

South Dade Transit Way En Route Equipment Project Schedule

- g. Kick Off Meeting and Notice to Proceed (January 2024)
- h. Delivery of Equipment (On or around December 31, 2024)
- i. Initiation of Commissioning/Testing (Commencing January 2024)
- j. Completion of Commissioning/Testing (Completed February 2025)
- k. Training (March 2025)
- l. County Approval (March 2025)

ATTACHMENT 2 – PRICE AND PAYMENT SCHEDULE**1. Price**

Description (Inclusive of all Services included in Attachment 1)	Quantity	Unit Price	Extended Price
South Dade Transit Operations Center Equipment			
Charge Pillar HPC DC 180kW with 7m charging cable (Plug-In Dispenser and 7M dispenser cable) HE9820006-01-BDC	38	\$ 61,755.43	\$ 2,346,706.38
DC Outlet Box (DC Outlet Box for Pantograph) HE9820011-01-BAA Inverted Pantograph (Pantograph Dispenser) Schunk SLS 201.102 Wifi Antenna (Wifi for Pantograph) Huber & Suhner 1354.17.0001 / HE1117116 RFID Antenna Reader (RFID for Pantograph) Kathrein ARU 3500 / HE1722131	62	\$ 166,532.41	\$ 10,325,009.50
Total for South Dade Transit Operations Center Equipment			\$ 12,671,715.88
South Dade Transitway En Route Equipment			
Heliox FAST DC/OC 540kW UL Overhead Opportunity Charger	2	\$ 556,463.73	\$ 1,112,927.46
OppCharge Masts with Mast-mounted Inverted Pantographs (600A UL)	4	\$ 343,893.88	\$ 1,375,575.53
Total for South Dade Transitway En Route Equipment			\$ 2,488,502.99
Optional Price for 10m Charging Cable in lieu of 7m Cable	38	\$ 509.89	\$ 19,375.88

- a. Prices are valid for 120 calendar days from date of the Contractor's execution of this Supplemental Agreement No. 1.
 - o Price Adjustment Calculation: If there is a County caused delay in issuing NTP beyond 120 calendar days, pricing is subject to an escalation equal to a five percent (5%) of the unit prices outlined herein, prorated to the number of months in delay calculated to the tenth of a percent. If NTP is issued on or before the 15th day, the month shall not be counted as a month for purposes of the calculation. If NTP is issued on or after the 16th day, the month shall be counted as a month for purposes of the calculation.
 - o (Ex: Execution Date of January 1 has a validity date through April 30. If NTP is issued July 12, pricing shall be subject to an escalation of 2 months based upon the following calculation: 5% divided by 12 months = 0.8% escalation applied to unit prices).
- b. Sales tax exemption certificate to be provided with the PO.

2. Payment Schedules**South Dade Transit Operations Center Equipment**

Milestone Description	Percentage	Payment Amount	Payment Amount with 10m Option
Completion of Kick-Off and Notice to Proceed	10%	\$1,267,171.59	\$1,269,109.18
Delivery of Equipment to Storage or Site (as applicable)	40%	\$5,068,686.35	\$5,076,436.70
Completion of Testing, Commissioning, and Training	20%	\$2,534,343.18	\$2,538,218.35
Completion of County Approval	30%	\$3,801,514.76	\$3,807,327.53

South Dade Transitway En Route Equipment

Milestone Description	Percentage	Payment Amount
Completion of Kick-Off and Notice to Proceed	10%	\$248,850.30
Delivery of Equipment to Storage or Site (as applicable)	40%	\$995,401.20
Completion of Testing, Commissioning, and Training	20%	\$497,700.60
Completion of County Approval	30%	\$746,550.89

- a. Notwithstanding the Payment Schedule above, in the event of County caused delays in Completion of Commissioning/Testing beyond the dates outlined in Section 4, Project Schedule, the Contractor may invoice the County in an amount equal to the outstanding balance of the cost actually incurred by the Contractor for the acquisition of the equipment as demonstrated in documentation reasonably requested by the County to substantiate such costs. This amount shall be deducted from the remaining Milestone Payments, beginning first with Completion of Testing, Commissioning, and Training, and progressing, if applicable, to Completion of County Approval. The remaining balance shall be held for payment upon completion of the corresponding milestone.
- b. Partial invoicing on a per unit basis shall be permitted as equipment is delivered, commissioned, and approved. Per existing contract, invoicing will not occur more frequently than once per month.

Attachment 3

Heliox Preventative Maintenance Service

Interval/Task	
1. Examine & clean the external side	
1.1 Examine & clean the External side	
1.2 Keep ventilation grid of charger free from debris/snow	
2. Examine & clean the internal side	
2.1 Examine & clean inside cabinet	
2.2 Examine the rooftop exhaust filters	
Clean or replace the rooftop exhaust filters	
2.3 Examine the fans	
Clean the fans	
2.4 Examine the electrical heaters	
Clean the electrical heaters when necessary	
2.5 Examine the bottom inlet filter	
Clean or replace the bottom inlet filter	
2.6 Test the electrical heater	
2.7 Test the (cooling) fan	
3. Examine & test the electrical circuit	
3.1 Examine the electrical connections	
Tighten the electrical connections when necessary	
3.2 Examine the electrical components	
3.3 Examine the power converter	
Clean the fan (PCM)	
3.4 Measure the insulation resistance	
3.5 Measure the ground connections	
Revise the ground connections	
3.6 Test the residual current device	
3.7 Test the charge abort button	
3.8 Install the new (cooling) fans	
4. Mandatory Checks	
4.1 Examine external side	
Rework external side if necessary	
4.2 Examine door seal and lock	
Clean and grease the seal	
4.3 Test Emergency Button	
4.4 Test a charge session	



Memorandum



To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Javier A. Betancourt, Executive Director 

Date: December 1, 2023

Re: **CITT AGENDA ITEM 7G:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) AUTHORIZE A DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZE MODIFICATION OF CONTRACT NO. RFP-01966 IN AN AMOUNT NOT TO EXCEED \$15,938,574.49 FOR THE PURCHASE OF CHARGING INFRASTRUCTURE EQUIPMENT AND ASSOCIATED SERVICES FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS; AUTHORIZE THE USE OF **\$15,938,574.49** OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR THIS PROJECT WHICH WAS ADDED TO THE FIVE-YEAR IMPLEMENTATION PLAN IN 2020, AND AUTHORIZE THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT NO. RFP-01966 FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS THEREOF PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38 (**DTPW – BCC LEGISLATIVE FILE NO. 232252**)

On November 29, 2023, the CITT voted (6-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 23-030. The vote was as follows:

Robert Wolfarth, Chairperson – Aye
Mary Street, Esq., 1st Vice-Chairperson – Aye
Hon. Peggy Bell – Aye

Omar K. Bradford, Esq. – Aye
Joseph Curbelo – Aye
Paul J. Schwiep, Esq. – Absent

Meg Daly – Absent
Qjuezari Harvey – Absent
Robert Ruano – Aye

c: Jimmy Morales, Chief Operations Officer
Bruce Libhaber, Assistant County Attorney