

**STAFF REPORT FOR CALENDAR ITEM NO.: 8.3
FOR THE MEETING OF: June 10, 2021**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Interim Executive Director to execute an amendment to the Professional Services Agreement with Wireless Voice & Data, Inc. for two-way radio system services for the transit center to exercise the option to extend the agreement for two-years (to July 15, 2023), adjust the contract scope, and increase the contract budget by \$43,044.28.

EXPLANATION:

A two-way radio system is required to enable the security and operations team to communicate throughout the transit center, including surrounding exterior areas and on the bus ramp, and the bus storage facility. To provide immediate and coordinated emergency response assistance to the transit center, the security and operations team must be able to communicate with each other swiftly, effectively, and securely via voice radio, which typically serves as the primary means for communications interoperability. Joint voice radio communication capabilities are crucial for emergency response to criminal activities, fires, medical emergencies, and natural disasters at the transit center.

On July 12, 2018, the TJPA Board authorized the Professional Services Agreement (Agreement) with Wireless Voice & Data, Inc. to provide two-way radio system services for the transit center. The awarded contractor, Wireless Voice & Data, Inc., was required to design, equip, install, test, train, and service a commercial grade two-way radio system for the transit center. The completed system included commercial grade encryption and storage of voice recording. The contractor successfully integrated the two-way radio system with the TJPA's distributed antenna system (DAS) and provided all equipment, labor, materials, testing, programming, and commissioning services. The TJPA required a three-year warranty period which expires on July 14, 2021. The awarded budget for these services was \$165,078.86, although TJPA anticipated credits/rebates in the amount of \$25,518.50. The TJPA received an actual credit amount of \$24,673.14. Of the total budget, \$141,955.72 has been expended.

Wireless Voice & Data, Inc. have provided reliable maintenance of the two-way radio system under the warranty period of the contract. The TJPA requires ongoing maintenance of the radio system. The Agreement provides an option for TJPA to extend the term of the Agreement for two additional years (through July 15, 2023). Staff negotiated with the contractor a total not to exceed budget adjustment of \$43,044.28 and certain amendments to the Agreement to describe the scope of maintenance services, in the form enclosed herewith.

RECOMMENDATION:

Staff recommends that the TJPA Board of Directors authorize the Interim Executive Director to execute an amendment to the Professional Services Agreement with Wireless Voice & Data, Inc. in the form enclosed to exercise the option to extend the agreement for two years (to July 15, 2023), adjust the contract scope to include radio maintenance services, and increase the contract budget by \$43,044.28.

ENCLOSURES:

1. Resolution
2. Amendment

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The two-way radio system provides two-way radio communications for security, operations, and administrative functions for the transit center; and

WHEREAS, On July 12, 2018, the TJPA Board of Directors authorized the Executive Director to execute a Professional Services Agreement (Agreement) with Wireless Voice & Data, Inc. to provide services related for two-way radio system services in the amount of \$165,078.86; and

WHEREAS, Wireless Voice & Data, Inc. installed and maintained the transit center two-way radio system, which is integrated into the security technology and security operations of the transit center; and

WHEREAS, Wireless Voice & Data, Inc. has expended \$141,955.72 to implement and maintain the two-way radio system; and

WHEREAS, The warranty period associated with the two-way radio system serving the transit center will expire on July 14, 2021; and

WHEREAS, The TJPA requires ongoing maintenance of the radio system; and

WHEREAS, The Agreement provides an option for TJPA to extend the term of the Agreement for two additional years; and

WHEREAS, Staff negotiated for Wireless Voice & Data, Inc. to provide maintenance services for the radio system for a two-year period (through July 15, 2023) for a total not to exceed budget adjustment of \$43,044.28; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Interim Executive Director to execute an amendment to the Professional Services Agreement with Wireless Voice & Data, Inc. in the form presented to exercise the option to extend the agreement for two years (to July 15, 2023), adjust the contract scope to include the maintenance services, and increase the contract budget by \$43,044.28; and, be it

FURTHER RESOLVED, That the TJPA Board authorizes the Interim Executive Director to take all actions and execute all documents as they deem reasonably necessary to implement and effectuate the above approval.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of June 10, 2021.

Interim Secretary, Transbay Joint Powers Authority

Amendment No. 01
Professional Services Agreement between
the Transbay Joint Powers Authority and Wireless Voice & Data, Inc.

THIS AMENDMENT No. 1 (“Amendment”) to the Professional Services Agreement to provide two-way radio system services dated July 12, 2018 (“Agreement”) is entered into as of the _____ day of _____, 2021 in San Francisco, California, by and between **Wireless Voice & Data, Inc.** (“Contractor”) and the **Transbay Joint Powers Authority** (“TJPA”).

Recitals

A. On July 12, 2018, the TJPA Board of Directors, by Resolution No. 18-027, awarded the Contractor the Agreement to perform certain services for the program.

B. The TJPA and Contractor wish to amend the Agreement to amend Article 2 (Term of the Agreement), Article 5 (Compensation), Appendix A (Scope of Services), Appendix B (Project Schedule), and Appendix C (Fees), with no modification to any other provision of the Agreement.

C. On June 10, 2021, the TJPA Board of Directors adopted Resolution No. _____, authorizing the exercise of the option to extend the Agreement and make certain other modifications to the Agreement.

Terms and Conditions

Now, therefore, the TJPA and Contractor agree to amend the following sections of the Agreement as follows:

2. Term of the Agreement

Section 2 is replaced in its entirety with the following:

Subject to Section 1, the term of this Agreement shall be from the Effective Date of the Agreement, as described in Section 3, to July 15, 2023.

5. Compensation

Section 5 is replaced in its entirety with the following:

In no event shall the total compensation under this Agreement exceed One Hundred Eighty-Five Thousand (\$185,000.00) (“Total Compensation”). The breakdown of the Contractor’s fees appears in Appendix C, “Fees”. This System Purchase Price is for the System, including warranty services.

Freight charges are included with the System Purchase Price. Contractor will pack and ship all Equipment in accordance with good commercial practices. Contractor is responsible for local warehousing of Equipment, where Contractor will inspect and inventory the Equipment. TJPA representatives may participate in these activities. Title and risk of loss to the Equipment will pass to TJPA upon delivery to the transit center. TJPA will promptly inspect the delivered Equipment, and TJPA has no duty to accept, and may rightfully reject, Equipment that has been damaged in transit or that fails to conform to the order. Title to Software does not pass at any time but is governed by the applicable Software License Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to the Contractor until the Services required under this Agreement are received from the Contractor and approved by the Executive Director as being in accordance with this Agreement. The TJPA may withhold payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall the TJPA be liable for interest or late charges for any late payments.

Appendix A, Scope of Services

Appendix A of the Agreement is hereby amended as follows:

Appendix A, Scope of Services, is hereby amended to add a new Section A.9, “Radio Maintenance (Extended Warranty)”, in the form attached hereto and including for the purpose of extending the services under Appendix A, Section A.5, Warranty. All other portions of Appendix A remain in force and effect.

Appendix B, Project Schedule

Appendix B of the Agreement is hereby amended as follows:

Appendix B, Project Schedule, is hereby amended to add a new Task 7, “Radio Maintenance”, in the form attached hereto to reflect all changes. All other portions of Appendix B remain in force and effect.

Appendix C, Fees

Appendix C of the Agreement is hereby amended as follows:

Appendix C, Fees, is hereby amended to add:

- new Item D, “Base Contract Reconciliation”,
 - new Item E, “Radio Maintenance”, and
 - new table, “Radio Maintenance and Replacement Fees”
- in the form attached hereto to reflect all changes. All other portions of Appendix C remain in force and effect.

All other provisions of the Agreement shall remain in full force and effect.

The individuals executing this Amendment to the Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first mentioned above.

TRANSBAY JOINT POWERS AUTHORITY

Nila Gonzales
Interim Executive Director

Approved as to Form:

By _____
TJPA Legal Counsel

Transbay Joint Powers Authority
Board of Directors
Resolution No. _____
Adopted: _____
Attest:

Interim Secretary, TJPA Board

CONTRACTOR

Authorized Signature

Dan Hirsch

Printed Name

President

Title

Wireless Voice & Data, Inc.

Company Name

220 Cesar Chavez, Suite #5

Address

San Francisco, CA 94124

City, State, ZIP Code

(415) 647-4300

Phone Number

54-2185133

Federal Employer ID Number

APPENDIX A
SCOPE OF SERVICES

SECTION A.9 – Radio Maintenance (Extended Warranty)

Contractor will provide the following radio maintenance services:

1. Weekly pickup and delivery of repaired handsets.
2. Annual preventive maintenance check, software and firmware updates of all handsets (on-site).
3. Annual preventive maintenance check of infrastructure, repeaters and dispatch software (on-site).
4. Replace radio handsets and accessories as needed.

Radio Equipment to be maintained and serviced:

The Transbay Joint Powers Authority utilizes Kenwood 2-way radio infrastructure and handsets for security, operations and administrative functions.

Infrastructure:

- 3 x Kenwood NXR-5800 series digital trunked repeaters
- 1 x Kenwood TXRX42518 three channel combiner
- 1 x Komutel N8 system voice recorder
- 1 x Dell server
- 1 x KAS-20 distributed dispatch software
- 1 x Kenwood NX-3820 base for emergency dispatching

Handsets:

- 130 x Kenwood NX-3320K2TR portable radios
- 3 x NX-5300 series portables

Maintenance will include industry normal “wear and tear” of all parts and labor necessary to maintain infrastructure and handsets in good operating condition and within Federal Communications Commission (FCC) compliance and specifications.

APPENDIX B

PROJECT SCHEDULE

Task	Description	Start Date	End Date
1a	FCC Licensing Application to be submitted to FCC coordinator for approval by Federal Communications Commission. ** Expected to be separately acquired through WVD	June 21, 2018**	July 12, 2018
1b	Lease or rental of 60 temporary radios and ancillary equipment ** Expected to be separately acquired through WVD	June 21, 2018**	September 30, 2018
2	Approved frequencies sent to Kenwood Systems to construct and supply trunked radio system with repeaters, combiner, duplexers, power supplies and cabling.	July 13, 2018 (or immediately following receipt of frequencies)	September 7, 2018 (or 8 weeks after start of task)
3	Handsets orders placed with Kenwood USA to insure timely delivery. Handsets can be delivered to TJPA and used in direct mode for on-site coverage while repeater system is being constructed. All chargers, batteries and microphones will be included.	July 13, 2018 (or immediately following receipt of frequencies)	July 27, 2018 (or 2 weeks after start of task)
4	Delivery of repeater infrastructure at TJPA. WVD works with Boingo to integrate with 450-470 MHz DAS antenna array. Insure coverage of bus ramp and yard with ancillary antenna as needed. Commissioning of system by Boingo and coverage testing with both uplink and downlink for radios to insure 100db signal strength throughout the terminal bus ramp and storage yard.	September 7, 2018	September 14, 2018
5	Voice recorder and IP dispatch integration to begin upon repeater system arrival. Work with TJPA to obtain IP address for network integration over PC network in GSOC.	September 17, 2018	September 24, 2018
6	System sign-off	September 25, 2018	September 30, 2018
7	Radio Maintenance	July 15, 2021	July 15, 2023

APPENDIX C

FEES

Item #	Description	Quantity	Unit Price	Subtotal
1	Digital radios with (DES 56 Bit Data Key) commercial grade encryption and LED displays that will operate on a desired frequency within the 400–470 MHz range, with lithium ion battery and individual charging station	130	\$ 582.00	\$ 75,660.00
2	Multi-unit rapid charging stations	8	\$ 645.00	\$ 5,160.00
3	Spare lithium ion radio batteries	50	\$ 69.00	\$ 3,450.00
4	Two-wire surveillance kit earpieces	35	\$ 68.00	\$ 2,380.00
5	Remote speaker noise canceling microphone	130	\$ 63.00	\$ 8,190.00
6	Radio belt clip	130	Included	Included
7	4 position IP-based dispatch system with 10 Channel Logging Recorder	1	\$ 13,502.00	\$ 13,502.00
8	Headend equipment (to be housed in IDF or Technology Room)	1	\$ 33,574.00	\$ 33,574.00
	* Line item 8 Headend equipment to include 3 NXR5800 repeaters with combiner, multicoupler, power supply, network switch, programming software, cables	1	Included	Included - Part of line item 8
9	Radio repeaters with power supply	1	Included	Included - Part of line item 8
10	Radio antennas, operating ranges 406-512 MHz. Kenwood supplied NXR5800 Trunked Radio System to be integrated with DAS Antennae System supplied by Boingo	1	Included	Kenwood to integrate with Boingo DAS
11	UHF duplexers	1	Included	Included - Part of line item 8
12	Any ancillary connectors and cabling necessary for proper operation of the system; this will include, but is not limited to, patch cabling, mic cables, repeater crossover cables	1	Included	Included - Part of line item 8
13	FCC License **	1	\$ 1,550.00	\$ 1,550.00
14	Radio programming (based on 10 channels and IP-based dispatch system) with all-call feature	130	\$ 20.00	\$ 2,600.00

Item #	Description	Quantity	Unit Price	Subtotal
15	3-year warranty on all equipment and accessories. WVD to maintain all portables, repeater system, IP Dispatch, chargers, microphones and batteries for 3 year period including all parts and labor to keep system optimized and fully operational	1	Included	Included
16	Training with instructor and searchable electronic manuals and course materials	1	\$ 1,000.00	\$ 1,000.00
	Labor for System Integration	1	\$ 7,500.00	\$ 7,500.00
	Labor Markup	--	N/A	N/A
	Material Markup	--	N/A	N/A
	Subcontractor Markup	--	N/A	N/A
	Sales Tax (8.5%)	--	--	\$ 12,062.86
Subtotal				\$ 166,628.86
A	TJPA to receive credit if FCC license separately acquired through WVD	1	\$ 1,550.00	\$ (1,550.00)
Subtotal				\$ 165,078.86
B	TJPA to receive credit for actual cost to lease or rent 60 temporary radios and ancillary equipment from WVD (period start of facility operations until permanent purchased radio system is ready for operation) (assumes 4 months of lease but actual credit based on actual lease period)	4	\$ 4,367.13	\$ (17,468.50)
Subtotal				\$ 147,610.36
C	TJPA to receive rebate check for \$6,500, 6-8 Weeks post sale from Kenwood ⁽¹⁾	--	--	\$ (6,500.00)
Total				\$ 141,110.36

** Expected to be separately acquired through WVD.

(1) Should the manufacturer not provide such a rebate, the Contractor shall pay TJPA an equal amount or TJPA shall deduct this amount from Contractor's final payment if not yet fully paid.

Item #	Description	Quantity	Unit Price	Subtotal
D	Adjustment to Item B to Reflect actual Credit Received	--	--	\$ 845.36
E	Radio Maintenance	--	--	\$ 43,044.28
Amended Total				\$ 185,000.00

Radio Maintenance and Replacement Fees

Item #	Description	RATE	UNIT
	REPLACEMENT PRICING FOR RADIO HANDSETS AND ACCESSORIES (AS NEEDED)		
	NX-5300 SERIES PORTABLE TRANSCEIVER ONLY	\$795.00	EACH
	NX-3320K2TR SERIES PROTABLE TRANSCEIVER ONLY	\$549.00	EACH
	KNB1M BATTERY FOR NX-5300 SERIES	\$89.00	EACH
	BPKNB57LIXT BATTERY FOR NX-3320K2TR	\$69.00	EACH
	KRA27M WHIP ANTENNA	\$17.00	EACH
	KSC32 SINGLE CHARGER NX-5300	\$69.00	EACH
	KSC-25L SINGLE CHARGER NX-3320K2TR	\$59.00	EACH
	KMC72W SPEAKER MICROPHONE NX-5300	\$89.00	EACH
	K1PRSMHD3 SPEAKER MICROPHONE NX-3320K2TR	\$69.00	EACH
	AT-2-K TWO-WIRE SURVEILLANCE MIC NX-3320K2TR	\$69.00	EACH
	PRICING SCHEDULE FOR RADIO MAINTENANCE SEVICES		
	MONTHLY BILLING (IF PAID QUARTERLY)	\$1,680.00	MONTHLY
	MONTHLY BILLING (IF PAID ANNUALLY)	\$1,595.00	MONTHLY