

## CONTRACT AWARD

**Date of Award:** December 11, 2013  
**Contract ID:** 0000000000000000000038832  
**Event ID:** EVT0002573  
**Replace Contract:** NEW

**Procurement Officer:** Jerry Clements  
**Telephone:** 785/296-7251  
**E-Mail Address:** [jerry.clements@da.ks.gov](mailto:jerry.clements@da.ks.gov)  
**Web Address:** <http://da.ks.gov/purch>

**Item:** NG-911 GIS Data Remediation  
**Agency/Business Unit:** Kansas 9-1-1 Coordinating Council  
**Period of Contract:** December 11, 2013 through December 31, 2014  
(With the option to renew for 2 additional 12-month periods)

**Contractor:** KIMBLE MAPPING INC  
2601 ANDERSON AVE STE 205  
SUITE 205  
MANHATTAN, KS 66502-2809

**Vendor ID:** 0000443753  
**FEIN:** 26-1524286  
**Contact Person:** Luke Kimble  
**E-Mail:** [lkmap@sbcglobal.net](mailto:lkmap@sbcglobal.net)  
**Local Telephone:** 785-539-7499  
**Fax:** 785-539-7803

**Payment Terms:** Net 30

**Political Subdivisions:** Pricing is available to the political subdivisions of the State of Kansas.

**Procurement Cards:** Agencies may use a P-Card for purchases from this contract.

**Administrative Fee:** No Administrative Fee will be assessed against purchases from this contract.

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The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <http://www.da.ks.gov/purch/Contracts/>

There were multiple awards for this service. Below is a list of awarded contractors and their respective contract IDs:

- Allied Technical Consultants, Inc (ATCI); Contract #38831
- GIS Data Resources (GDR); Contract #38833
- Geo-Comm; Contract #38829
- Kimble Mapping; Contract #38832
- R&S Digital Services; Contract #38830

## 1. Terms and Conditions

### 1.1. Contract Documents

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

### 1.2. Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

### 1.3. Definitions

A glossary of common procurement terms is available at <http://da.ks.gov/purch>, under "Forms".

### 1.4. Contract Formation

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

### 1.5. Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts  
800 SW Jackson, Ste 600  
Topeka, Kansas 66612-1216  
RE: Contract Number 38830

or to any other persons or addresses as may be designated by notice from one party to the other.

### 1.6. Statutes

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

### 1.7. Governing Law

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

### 1.8. Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

### **1.9. Mandatory Provisions**

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

### **1.10. Termination for Cause**

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

### **1.11. Termination for Convenience**

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

### **1.12. Rights and Remedies**

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

### **1.13. Antitrust**

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

### **1.14. Hold Harmless**

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

#### **1.15. Force Majeure**

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

#### **1.16. Assignment**

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

#### **1.17. Third Party Beneficiaries**

This contract shall not be construed as providing an enforceable right to any third party.

#### **1.18. Waiver**

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

#### **1.19. Injunctions**

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

#### **1.20. Staff Qualifications**

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

#### **1.21. Subcontractors**

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

#### **1.22. Independent Contractor**

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

### **1.23. Worker Misclassification**

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

### **1.24. Immigration and Reform Control Act of 1986 (IRCA)**

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

### **1.25. Proof of Insurance**

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

### **1.26. Conflict of Interest**

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

### **1.27. Nondiscrimination and Workplace Safety**

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

### **1.28. Confidentiality**

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

### **1.29. Environmental Protection**

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

### **1.30. Care of State Property**

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

### **1.31. Prohibition of Gratuities**

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

### **1.32. Retention of Records**

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

### **1.33. Off-Shore Sourcing**

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

### **1.34. On-Site Inspection**

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

### **1.35. Indefinite Quantity Contract**

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

### **1.36. Prices**

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the

contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

### **1.37. Payment**

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

### **1.38. Accounts Receivable Set-Off Program**

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

### **1.39. Federal, State and Local Taxes**

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

### **1.40. Contract Price**

Statewide contracts are awarded by the Procurement and Contracts to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Procurement and Contracts.

### **1.41. Debarment of State Contractors**

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the

individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

**1.42. Materials and Workmanship**

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

**1.43. Industry Standards**

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

**1.44. Implied Requirements**

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

**1.45. Inspection**

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

**1.46. Acceptance**

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

**1.47. Ownership**

All data, forms, procedures, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

**1.48. Information/Data**

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

**1.49. Certification of Materials Submitted**

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

**1.50. Transition Assistance**

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

**1.51. Integration**

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.



**1.52. Modification**

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

**1.53. Severability**

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

## 2. Specifications

### 2.1 Introduction

Contractor shall provide professional services to support the Kansas 9-1-1 Coordinating Council (“Council”) as they assist Public Safety Answering Points (PSAPs) transition to NG9-1-1 call handling and services. Contractor shall provide NG9-1-1 GIS Enhancement Services for the approximately 117 PSAPs in the 105 counties of Kansas by performing Project B listed below. Projects A & C are covered by a separate contract and mentioned here only for reference/clarification purposes:

- a. Project A - **GIS Data Gap Analysis and Report**. The objective is to determine conformance of the PSAP GIS data to NENA standards. GIS Data Gap Analysis of approximately 117 Kansas PSAPs and their respective areas of interest. **[Project A excluded from this contract]**
- b. Project B - **GIS Data Gap Remediation** for approximately 117 PSAPs. Remediation ensures that GIS data for each PSAP is complete and in conformance with referenced standards based on the Gap Data Analysis of Project A.
- c. Project C - **GIS Data Quality Assurance (QA) Audit** validates the integrity of the GIS remediation data for approximately 117 PSAPs addressed during Project B. **[Project C excluded from this contract]**

Contractor is expected to work with the Project A & C contractor in collaboratively ways to promote the effortless exchange of information between all parties and make the entire endeavor as seamless as possible.

### 2.2 Objectives

The overall objectives for this procurement are:

- a. **Standardization**. Early leadership and proper Tech Requirements ensure standard, homogenous NG9-1-1 tech solution statewide.
- b. **Rapid Deployment**. Counties follow common solution; intelligent rollout and implementation schedule.
- c. **Affordability**. State contract leverages economy of scale procurement channel for counties.
- d. **County Consensus**. A strong “Good Will” marketing plan establishes leadership, instills patience, promotes cooperation, and inspires collaboration.
- e. **High Availability**. Solution must be High Availability (HA) public safety criticality.
- f. **Compatibility**. National: NENA standards, latest revision at time of contract award.
- g. **O&M**. Commitment to Operations and Maintenance (O&M) work flow to maintain relevance of data.

### 2.3 Progress Payments

Bidder(s) may invoice based on percent complete at:

- a. 30% complete
- b. 60% complete
- c. 90% complete

Note: 10% withheld as retainage until signed Letter of Acceptance (LOA).

## 3. APPLICABLE DOCUMENTS

The following documents are relevant to this RFP. However, the RFP including SOW and Specification take precedence over Applicable Document.

- a. NENA 02-014 GIS Data Collection and Maintenance Standards (latest issue at time of RFP)
- b. NENA 71-501 Synchronizing GIS with MSAG and ALI (latest issue at time of RFP)
- c. PSAPs of Kansas

d. PSAP GIS Survey Results

#### 4. IMPLEMENTATION SCHEDULE

The project basic timeline is shown in the table below.

Project	Activity	Months Post Contract	Remarks
A	<b>GIS Data Gap Analysis</b> a. Preliminary b. Intermittent c. Final	0-4 5-8 9-12	Each phase will capture a group of the PSAPs.
B	<b>GIS Data Remediation</b> a. Preliminary b. Intermittent c. Final	5-8 9-12 13-16	Data remediation may commence after first group of PSAPs analyzed. Each phase will capture a group of the PSAPs.
C	<b>GIS Data QA Audit</b> a. Preliminary b. Intermittent c. Final	9-12 13-16 17-20	Data QA Audit may commence after first third of PSAPs remediated. Each phase will capture a group of the PSAPs.

#### 5. REQUIREMENTS

##### 5.1 Requirements Overview

During all phases of NG9-1-1 GIS development (Analysis, Remediation, Audit/QA), Contractor shall include, but not be limited to, addressing the following typical Kansas Dispatch Center data:

- a. Does PSAP have a GIS Operations and Maintenance (O&M) Workflow (for example Address Assignment)
  - a. Documented
  - b. Undocumented
  - c. Does not exist
- b. Who in the PSAP is responsible for issuing addresses (Agency, Organization, Department...)
- c. What is the policy of the PSAP for Address Point Placement
  - a. Center of structure
  - b. Entrance of driveway
  - c. does urban placement policy differ from rural placement
  - d. Other
- d. What is the policy of the PSAP for handling multi-address structures and/or sites such as businesses, shopping centers, apartments, mobile home parks...
  - a. On-point with a related table or listing of sub-addresses
  - b. On-structure at approximate location of sub-address
  - c. Other
- e. What CAD/Mapping software is used by PSAP
- f. Does PSAP have ArcGIS Desktop
- g. Who maintains GIS database for the PSAP
- h. Who is responsible for MSAG / ALI synchronization (add, delete, correct address points, street centerlines, ESN boundaries for the appropriate data layer)
- i. If PSAP is not responsible for MSAG, then how is the PSAP informed of changes (add, delete, correct)
- j. When was the GIS database last updated and how frequently
- k. Is GIS data co-shared and/or co-maintained with other PSAPs

- l. How current is the aerial imagery captured
- m. What resolution is the latest aerial imagery
- n. What GIS Data Layers are captured by the PSAP
  - a. Street Centerline
  - b. Address Points
  - c. ESN Boundaries
  - d. EMS Boundaries
  - e. County Boundary
  - f. Municipal Boundary
  - g. Fire District Boundaries
  - h. Law Enforcement Boundaries
  - i. Emergency Service Agency locations (fire, EMS, law enforcement)
  - j. Cell Site Tower Locations
  - k. Cell Site Geographic Coverage
  - l. Other
  - m. None of above

Many of these questions were answered by Kansas PSAPs in the form of a survey (Appendix A). The Survey Responses are posted on our website for large/multiple attachments: <http://da.ks.gov/purch/adds/default.htm> (attachments are listed by bid closing date and Bid Number).

## 5.2 Project B – GIS Data Gap Remediation

Contractor shall remediate all deficiencies identified by the GIS Data Gap Analysis. The following guidelines shall serve to develop the Contractor's GIS Data Gap Remediation project plan.

- a. GIS Data Gap Remediation to NENA standards
  - a. PSAP closes gap using own internal resources, or
  - b. PSAP purchases services from statewide pre-approved Contractor schedule by Task Order purchase order
  - c. Database to Kansas Data Access and Support Center (DASC)
- b. Develop highly accurate GIS data coordinated on statewide basis
  - a. Street centerlines
  - b. Address points
  - c. Jurisdictional boundaries
- c. Migration from current 9-1-1 to NG9-1-1 without degradation in 9-1-1 services (Risk Element)
  - a. Credibility
  - b. Accountability
  - c. Measurable results
- d. No work shall commence without a signed task order from the 911 Project Manager or his/her designee.

## 6. DELIVERABLES

All deliverables shall include a signed Letter of Acceptance (LOA). The LOA shall be signed by an authorized member of the Customer and Contractor.

### Project B – GIS Data Gap Remediation

6.1 As GIS Data Gap Analyses become available for each PSAP boundary under review, the respective PSAP(s) may elect to remediate their own data, or they may ask the State to assist with remediation. This RFP will establish a list of pre-qualified contractors for GIS Data Gap Remediation.

6.2 In the event that a PSAP or groups of PSAPs prefer not to remediate their own GIS Data Gap, the State may issue individual Work Orders (WO) for pre-qualified contractors to bid the effort.

6.3 Once the remediation resource is identified, the State will furnish the GIS Data Gap Analysis for remediation.

6.4 The Contractor shall deliver:

- a. Project Plan proposing Contractor's methodology for accomplishing the SOW and satisfying specification requirements
- b. The review and remediation of State-furnished Data Gap Analysis, reporting any inconsistencies or errors in Data Gap Analysis
- c. Final Data Gap Remediation Report(s) electronically as a Microsoft® Excel® spreadsheet, or other approved format.
- d. The GIS Data QA contractor may require assistance interpreting the remediated GIS data. The GIS Data Gap Remediation contractor shall provide that collaboration in a timely manner.
- e. Notification immediately to the State's single point of contact (*to be announced*) of any difficulties or problems meeting the requirements of the deliverables or schedule.

## **7. STATE RESOURCES**

The State will furnish the following resources to Contractor:

- a. PSAP Survey Questions of GIS Data and Resources in Kansas 9-1-1 Call Centers
- b. PSAPs of Kansas
- c. PSAP GIS Survey Results for Kansas 9-1-1 Call Centers

## 8. COST SHEET

### Project B - GIS Data Gap Remediation

The rates provided in the table below are applicable for the resource assigned to the project activity. Overhead costs are included in the labor rate amount. Invoices must be itemized to indicate resource(s) utilized, applicable rate and actual level of effort (LOE) provided. Any travel must receive prior approval from the Council's Project Manager or designee.

Section	Resource Title or Role	Rate per man hour	Estimated LOE (Man hours)
Project Planning and Management	Manager	\$60.00	TBD
Remediation of Deficiencies	Technician	\$50.00	TBD
Remediation Reports	Technician	\$50.00	TBD
Other	NA		
Travel (to include travel costs and per diem)	Per Diem Per Day Rate Per Mile	\$150.00 \$0.565	If required

#### Assumptions and conditions:

- Contractor anticipates Project Planning (\$60.00 per hr.) to require only a few hours with the remainder of the project to be performed at the lower rate.
- At this time Contractor sees no other cost involved to perform Project B. If Contractor is requested by the PSAP or another vendor with Project A and C to perform additional services the rate would be \$50.00 per hour. This would be if something happened that would be extremely time consuming. Standard assistance by Contractor would be covered in the original price.
- Contractor does not see any need for travel. If travel is required, rates are specified above for mileage and per diem.

## **Contractual Provisions Attachment**

DA-146a Rev. 06/12

### **1. Terms Herein Controlling Provisions**

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

### **2. Kansas Law and Venue**

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

### **3. Termination Due To Lack Of Funding Appropriation**

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

### **4. Disclaimer Of Liability**

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

### **5. Anti-Discrimination Clause**

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or

whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment**

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying**

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



Subject to the terms and conditions of the bid specifications and this contract, State hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to Procurement and Contracts on October 09, 2013 in response to Bid Event Number EVT0002573.

It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish NG-911 GIS Data Remediation for the State of Kansas on order of the Agency at the price or prices contained herein.

This contract is entered into this 11th day of December, 2013 by and between the State of Kansas (State) and KIMBLE MAPPING INC, MANHATTAN, KS (Contractor).

Contractor: Kimble Mapping, Inc.

Agency: Kansas 9-1-1 Coordinating Council

By: *Luke Kimble*

By: *Walter Way*

Printed Name: LUKE KIMBLE

Printed Name: WALTER WAY

Title: PRESIDENT

Title: CHAIR

I hereby certify that the competitive bid/procurement laws of the State of Kansas have been followed.

State of Kansas

By: *Tracy T. Diel*

TRACY T. DIEL  
DIRECTOR OF PURCHASES

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