

CONTRACT AWARD

Date of Award: April 07, 2014

Contract ID: 39153
Event ID: EVT0002993
Replaces Contract: New

Procurement Officer: Jerry Clements
Telephone: 785/296-7251
E-Mail Address: jerry.clements@da.ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: NG-911 Program Management Serv
Agency/Business Unit: Kansas 9-1-1 Coordinating Council

Period of Contract: April 07, 2014 through December 31, 2015
(With the option to renew for 3 additional 12 month periods)

Contractor: RANDALL WHITE
17411 W 70TH STREET
SHAWNEE, KS 66217-9433

Vendor ID: 0000024803
FEIN: 46-4554976
Contact Person: Randall White
E-Mail: RandallWhite@kc.rr.com
Local Telephone: 913-268-7150
Cell Phone Number: 913-485-9911
Fax: 913-269-7150

Payment Terms: Net 30

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

Procurement Cards: Agencies may not use a P-Card for purchases from this contract.

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

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/>

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://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

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 39153

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. 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.

1.41. 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.

1.42. 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.

1.43. Inspection

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

1.44. 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.

1.45. 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.

1.46. 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.

1.47. 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.

1.48. 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.

1.49. 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.

1.50. 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 program management oversight for vendors and/or state staff undertaking a multi-year initiative to design and implement a statewide Next Generation 911 (NG9-1-1) system for the 117 PSAPs in the 105 counties of Kansas.

While the current voice-centric 9-1-1 (“911”) system adequately provides 911 services to the citizens of Kansas, it will soon be obsolete. The current 911 system uses analog technology established decades ago to deliver voice and location data to Public Safety Answering Points (PSAPs). National telecommunications infrastructure has undergone much advancement, changing the technology available to the public today – and the way the public communicates. Public expectations are that emergency communications is keeping pace with the technological advancements; however, that is often not the case. This initiative addresses the replacement of the current analog system to digital communications. Technological advancements directly impact the ability of public safety systems to receive various types of data from the public, including text and video.

The Kansas 911 Coordinating Council (“Council”) desires to assist Public Safety Answering Points (PSAPs) transition from legacy 911 to NG9-1-1 call handling and services. As part of this strategy, the Council is issuing this RFP in support of the development of NG9-1-1 Systems and Services for all PSAPs and their respective areas of interest.

The State of Kansas (“State”), working in partnership with the Kansas 911 Coordinating Council (“Council”), will implement the infrastructure necessary to facilitate statewide Next Generation E9-1-1 (“NG9-1-1”) services. The project activities and stages are shown in Figure 1 and Table 1. Other RFP’s will be issued in connection with these stages to accomplish our goal of providing a statewide NG9-1-1 system. There may RFPs for procurement of NG911 Professional Services, Infrastructure and GIS. Contractor shall be familiar with all aspects of NG911 transition.



Figure 1 - Steps toward NG9-1-1 Implementation

Figure 1 is a guideline to reflect the anticipated gating steps involved to complete an initial regional ESInet implementation. Dependencies, such as funding cycles, number of PSAPs, parallel PSAP or entity projects, CPE readiness, facility preparedness will impact timelines. As a result, every region and/or PSAP will require a unique view of the specific dependencies and deliverables at each stage or phase. The overall NG9-1-1 Implementation Schedule is defined below. Each phase is briefly explained below.

Table 1 - NG9-1-1 General Stages of Migration

Phase	Activity	Duration	Remarks
1	<i>NG9-1-1 Pilot</i>	<i>9 months</i>	<i>Already completed</i>
2	<i>Design / Development</i>	<i>month 0-9</i>	<i>Planning, Design, Policy, Procedure</i>
3	<i>ESInet Construction</i>	<i>year 1-4</i>	<i>Core and Regional Readiness</i>
4	<i>Limited Deployment</i>	<i>year 1-3</i>	<i>Demonstration of i3 readiness</i>
5	<i>Full Scale Deployment</i>	<i>year 3-5</i>	<i>Furnish, Install, Test and Evaluate (T&E)</i>
6	<i>Operations and Maintenance</i>	<i>Day-2 Support</i>	<i>Technical support model, maintenance, etc.</i>

Kansas has 117 PSAPs. Of these, 60 are operated by a sheriff’s office; 24 are operated by a police department; 31 are consolidated with governing responsibilities shared by both city and county entities; one (1) is operated by a county government entity that is a non-law enforcement department, such as the Johnson County ECC; one (1) is a federal

military installation at Fort Leavenworth, and there are several public safety communication centers operated by state universities and military installations that are not included in the 117 PSAP count.

2.1.1 NG9-1-1 Pilot

In a previous contract already awarded and completed, L.R. Kimball delivered a NG9-1-1 Pilot Trial.

- a. Design was based on the Kansas state Wide Information Network (KanWIN) network
- b. Throw-away NG9-1-1 components (selective router, CPE) were used
- c. Implementation performed
- d. Test & Evaluate established NG9-1-1 recommendations
- e. Final Report Submitted

2.1.2 Design and Development

This contract addresses the management of the collective effort of vendors selected via a separate RFP to complete the Design and Development Phase. Typical support activities include, but are not limited to the following, and as described in this Specification:

1. Legacy E911 Baseline
2. Infrastructure Analysis including NG9-1-1 Pilot Project results
3. Comparison of Kansas solution to other states
4. Comprehensive Engineering and Interoperability Trade Study
5. Strategic and Tactical Planning
6. System Design and Justification
7. Technical Specification
8. Implementation / Deployment Guidance including applicable standards and compliance
9. Security Information gathering
10. Modeling to determine validity of the design
11. Sizing the applications according to best practices to ensure that not only the initial deployment model requirements are met, but that expected expansion and scalability needs are baked into the plans
12. Reviewing reliability requirements
13. Ensuring that all availability requirements are evaluated, including continuity
14. Developing and documenting recovery plans for additions, upgrades, and unforeseen service interruptions

2.1.3 Emergency Services IP Network (ESInet) Construction

The elements in the procurement process include:

- a. Core Emergency Services IP networks (ESInet) Development
- b. Regional ESInet Development
- c. Selective Router(s) Specification(s)
- d. Network Interface Documentation and Control

2.1.4 Limited Deployment

Using production design and specified components, a limited-production trial Test and Evaluation (T&E) will be implemented and evaluated before commencing Full Scale Deployment (FSD).

Elements of this T&E phase include test functional, non-functional and adjustments:

- a. Test plan development
- b. Validation processes
- c. Evaluation criteria
- d. Support strategy
- e. Proof of Concept (PoC)
- f. Controls

- g. Breach management

2.1.5 Full Scale Deployment

The Full Scale Deployment (FSD) production environment includes:

- a. Deployment management
- b. Configuration and release management
- c. functional and cross-functional T&E

2.1.6 Operations and Maintenance

During the O&M Phase, the final NG9-1-1 environment support plan and readiness is evaluated.

3. Statement of Work

As the NG9-1-1 Program Manager, Contractor shall prepare and manage the holistic Program Plan for State NG9-1-1 project(s). The Program Manager shall develop and coordinate all activities in concert with and collaboration with the:

- 9-1-1 Coordinating Council
- 9-1-1 Liaison
- Responsible State organizations such as Office of Information Technology Services (OITS) and GIS Department
- Providers
- Customers
- Contract Consultants

The Program Management services shall include but not be limited to management of the following projects already in progress.

- Consultant Services Next Gen 9-1-1 Infrastructure. Event ID: EVT0002544
- GIS Enhancement Next Generation 9-1-1. Event ID: EVT0002573
- Next Generation 9-1-1 Hosted Services RFI

As described in subsequent sections, Contractor shall furnish a single resource necessary to develop and execute a detail program plan that supports NG9-1-1 implementation for the State. This includes all supporting work plans, processes and procedures necessary to support the successful migration from the existing E911 system platform to the NG9-1-1 system platform through all phases of development:

1. Concept Development
2. Planning
3. Startup
4. Execution
5. Close-out
6. O&M Handoff

Due to the unique nature of transition from our legacy 9-1-1 environment to NG9-1-1, the program management services are atypical as delineated in subsequent sections. Contractor shall have extensive experience integrating and managing simultaneously and seamlessly, multiple sub-projects having differing timelines and potentially different objectives. This program management, planning and execution shall be fully consistent with the Kansas Information Technology Office (KITO) Project Management Methodology.

3.1 Objective

During this engagement, Contractor shall furnish the Council with various program management resources required to define the methodology, policies, processes, procedures requested by the Council to facilitate the transition to a statewide NG9-1-1 system.

The overall objectives for this contract are:

- a. **Standardization.** Contractor shall develop a program plan that ensures statewide transition consistent with National Emergency Numbers Association (NENA) best practices.
- b. **Rapid Deployment.** Whenever possible, Contractor shall develop a program plan that promotes and facilitates early acceptance and rapid implementation of NG9-1-1.
- c. **Affordability.** Contractor program plan shall include consideration of Total Cost of Ownership (TCO) during NG9-1-1 development and transition.
- d. **PSAP Consensus.** Contractor shall work closely with the State 9-1-1 Liaison to build consensus among PSAP's by promoting cooperation and inspiring collaboration throughout the transition phase.
- e. **Accountability.** Contractor shall manage and coordinate work of contractors to ensure that contract deliverables are accurate, timely and associated billing is in accordance with work plan.

- f. **Compatibility.** Contractor program planning and implementation shall be fully consistent with NENA standards.
- g. **O&M.** Contractor shall facilitate the transition to an Operations and Maintenance (O&M) environment supporting a statewide NG9-1-1 system.
- h. **Cost Control & Containment.** Contractor shall develop and/or demonstrate methods to control project costs using successful vendor management technique.

3.2 Applicable Documents

Contractor shall be familiar with the documents below and incorporate appropriate aspects into the Master Program Plan:

- NENA i3 Architecture Specification, latest version at time of contract award
- NENA NG9-1-1 Transition Plan Considerations Information Document, NENA 77-501, latest version at time of contract award
- NENA NG9-1-1 Transition Policy Implementation Handbook
- Introduction to NG9-1-1 Databases
- ESInet Design Guidelines, in progress
- NG9-1-1 System Operations, in progress
- NG9-1-1 Transition Options and Plans, in progress
- NG9-1-1 System Management Guidelines
- Counties of Kansas www.kansascounties.org/DocumentView.aspx?DID=596
- [Kansas PSAP list http://www.kansas911.org/DocumentCenter/View/30](http://www.kansas911.org/DocumentCenter/View/30)

Contractor shall regularly visit the State of Kansas 911 Coordinating Council website www.kansas911.org to obtain new and updated material for NG9-1-1 such as the Kansas NG9-1-1 Strategic plan, NG9-1-1 Pilot Project and Reports and other supporting information.

3.3 Timeline

Migration Planning addresses the development of the optimum NG9-1-1 architecture and detail system design solution that supports the NG9-1-1 Strategic Plan for the State. Contractor shall provide the Council with the program management discipline necessary for the timely and successful migration to NG9-1-1. The relative overall program timeline and Period of Performance (POP) for each major activity is shown in Table 1 above.

Of particular importance is the Design and Development Phase of the NG9-1-1 migration. This phase of NG9-1-1 is the foundation for transition. Contractor shall develop an aggressive plan of action that encourages and ensures program success.

Table 2 - Design and Development Timeline

Activity	Design and Development Deliverables	Relative Timeline From-To
Strategic Planning Support (complete)	Monthly planning meetings	month 0-9
Interoperability Trade Study (complete)	Report (initial release and at least 2 revisions)	month 0-3
Implementation Planning	Migration Plan (up to 3 revisions)	month 2-10
Architecture Design	Detail engineering design and specifications	month 2-5
Network Security Policy	Protection and safeguard of information	month 3-6
Training Planning	Training Plan (up to 3 revisions)	month 6-9

Change Management	Change Control	month 5-9
Risk Management	Risk Control	month 1-8
Operation Support Planning	ILS Plan (up to 3 revisions)	month 5-9
Project Closeout	Project documentation	month 9-10

3.4 Interoperability Trade Study

In December, 2013 an interoperability Trade Study was conducted by the NG911 Technical Committee and the Consulting Services Contractor. This effort established key recommendations in the following areas:

- a. E9-1-1 baseline
- b. E9-1-1 to NG9-1-1 gap analysis
- c. Top-3 technical solutions and recommend solution for Kansas
- d. Total Cost of Ownership (TCO)
- e. Transition Timeline
- f. Risk Identification and Management

The effort included a review of the NG9-1-1 Pilot Project Report, completed in 2012, and extracted meaningful aspects including but not limited to:

- a. relevant strengths and weakness of preliminary policies, standards, infrastructure
- b. operational readiness for Limited Production Deployment (LPD)
- c. risks and mitigation strategies for Full Scale Deployment (FSD)
- d. lessons learned in order to maximize the success of our Statewide transition.

These efforts are complete and are included here for informational purposes only.

3.5 Strategic Planning Support

In January, 2014 the NG911 Technical Committee and the Consulting Services Contractor used information gained from the Trade Study to review and revise the NG9-1-1 Strategic Roadmap. The Roadmap considered concurrent (fast track) activities whenever feasible without introducing significant risk to overall migration.

This effort is also complete and is included here for informational purposes only.

3.6 Implementation Planning

Using the results and recommendation of the recently conducted Trade Study and Strategic Planning review, Contractor shall assist in developing and managing an NG9-1-1 Implementation Plan ("Implementation Plan") for transition from legacy 9-1-1 to NG 9-1-1. The Implementation Plan shall clearly delineate responsible party or parties for each transition task. For example, the 9-1-1 Council, Implementation Provider, PSAP and/or others. The Implementation Plan shall consider concurrent (fast track) activities whenever feasible without introducing significant risk to overall migration.

Contractor shall include in the Implementation Plan provisions for the development, review, acceptance and enforcement of the typical project elements such as:

- a. Program Baseline Control
- b. Migration and Deployment Strategy

- c. Work Packages and Task Orders Control
- d. Program Cost and Schedule Management
- e. Configuration Control Review and Baseline
- f. Change Management
- g. Risk Management
- h. Best practices policy, process and procedures
- i. Subsystem-level best practices process and procedures
- j. End User best practices process and procedures recommendations.

Note: frequently, the above elements are generated by other organizations. The project manager shall ensure appropriate coverage through the Responsibility Assignment Matrix (RAM) process.

Throughout the contract, Contractor shall facilitate and participate in joint, day-long program reviews and workshops at least bi-weekly (every two weeks) unless mutually agreed to otherwise. Participation will be a combination of in-person face-to-face meetings, conference calls, and web conferences at various locations and times. Each meeting will have a particular focus, agenda, objective and deliverable.

ESInet Design	Selective Router Spec	CPE Specifications	Baseline
Strategic Planning	Implementation	Program Planning	Standards
Others as required			

Contractor shall regularly visit the State of Kansas 911 Coordinating Council website www.kansas911.org to obtain new and updated material for NG9-1-1 such as the Kansas NG9-1-1 Strategic plan, NG9-1-1 Pilot Project and Reports and other supporting information.

3.7 Change Management

Contractor shall ensure the contract consultants performing 5.1.2 Design and Development Tasks; develop an appropriate Change Management plan for approval by the Coordinating Council. This plan will meet the requirements established in the Kansas NG9-1-1 Strategic Plan.

3.8 Risk Management

Contractor shall ensure the contract consultants performing 5.1.2 Design and Development Tasks; develop an appropriate Risk Management plan for approval by the Coordinating Council.

The NG9-1-1 migration for Kansas is expected to have certain risk categories such as:

- a. Technical Performance
- b. Management and Administration
- c. Programmatic and Schedule
- d. Supportability and Maintainability
- e. Cost and Funding

For these risk categories, Contractor shall work with the contract consultants performing 5.1.2 Design and Development Tasks to develop an appropriate Risk Management plan that addresses at a minimum the following:

- a. Risk Elements and Summary
- b. Probability and Impact Analysis
- c. Risk Response, Control and Mitigation.

The program manager shall manage risk throughout the project cycle.

3.9 O&M Planning

Contractor shall ensure the contract consultants performing 5.1.2 Design and Development Tasks; develop an appropriate Operations and Maintenance Support plan for approval by the Coordinating Council.

Using the Strategic and Implementation Plan, Contractor shall facilitate the development of a comprehensive Integrated Logistic Support (ILS) Plan that includes at a minimum:

- a. Replacement Plan of current analog system with digital communications for PSAPs
- b. Identify potential legacy equipment
- c. Recommend upgrades for legacy equipment
- d. Recommend replacements for legacy equipment

Using the Strategic and Implementation Plan, Contractor shall facilitate the development of a comprehensive Operations and Maintenance (O&M) Support Plan that considers:

- a. Test and Evaluation (T&E)
 - a. Test Plan
 - b. Validation
 - c. Evaluation
 - d. Support strategy
 - e. Controls
 - f. Breach management
- b. On-going Management and Technical Support
- c. Continuous Education and Training
- d. Technology Refresh cycles

The Support Plan shall be a comprehensive document or collection of documents recommending various policy, procedures and processes associated with the four (4) areas above with the intent of it being used by all NG9-1-1 parties such as the Council and PSAP's.

3.10 Cost Control & Containment

Maintaining cost control in a large scale project overseeing multiple vendors creates challenges that require unique strategies for success. Demonstrating neutrality between vendors providing services must be maintained in order to represent the best interest of the NG911 Council first and foremost. Contractor shall develop and/or demonstrate methods to control project costs using successful vendor management techniques.

3.11 Project Administration

During the course of the program, the Contractor shall include as part of the Program Plan:

- a. **Contract Administration.** Familiarity with and capturing of contractual obligations of vendors.
- b. **Work Breakdown Structure (WBS)** and **Responsibility Assignment Matrix (RAM).** The systematic organization of projects and sub-projects that comprise the Program, and the principal resources supporting them.
- c. **Status Tracking and Priorities.** Monitor program cost, schedule, resources and tasks to measure planned-actual performance and variance by week, month, year.
- d. **Work Product Identification (WPI).** Master list of key deliverables and milestones.
- e. **Document Control.** Managing deliverable program documentation (date, ownership, revision level) including Letters of Acceptance.

- f. **After Action Review (AAR).** Root Cause Analysis (RCA), Lessons Learned and Corrective Action Planning (CAP) after major events / activities.
- g. **Program and Project Reviews.** Weekly, bi-weekly, quarterly reviews with providers, stakeholders, committees, executive management team during each phase of migration.
- h. **Program Communication Plan.** This program communication plan considers internal and external providers, stakeholders and executives. It complements the NG911 Strategic Communication Plan administered by the 911 Liaison.
- i. **Escalation and Jeopardy Process.** The early identification and alert of concerns and issues that can, or will, adversely affect performance during the engagement.
- j. **Program Closeout.** At the conclusion of the program, Contractor shall furnish an inventory of all documentation developed during the performance of the contract. Program documentation may be hard copy, electronic or combination of both. All program documentation shall be delivered to the 911 Council Chair.

4. Deliverables

Contractor shall develop a program management process that ensures the following deliverables are furnished at the appropriate time during implementation. Deliverable may be furnished principally by Contractor (owner), as a joint effort (support) by Contractor, or by others, as defined by the Responsibility Assignment Matrix (RAM).

RAM	Deliverable	Description
support	Strategic Plan (completed)	On-going review and comment as requested
support	Interoperability Trade Study (completed)	Top-3 alternatives for Kansas w/ recommendation
owner	Program Implementation Plan	Transition plan, program schedule, project control
owner	Cost / Schedule Control System*	Tracks planned/actual time and cost variables
others	System Design and Specification	ESInet, Selective Router, CPE and other specifications
others	PSAP Design Template a/o Checklist	Guidelines for NG9-1-1 implementation
others	Network Security Policy	Protection and safeguard of information
support	Training Plan	NG9-1-1 Policies, Process, Procedures
support	Change Management Plan	Controls configuration and performance
support	Risk Management Plan	Identification and mitigation strategy
support	O&M Plan for PSAPs	Day-2 work flow, support model, tech refresh

* Billable costs will be furnished by Council

5. Billing Requirements for Services Rendered

As the NG9-1-1 Program Manager, Contractor shall prepare monthly invoices for the services provided. The monthly invoice will contain a weekly breakdown of hours provided with a general report of the type of service provided and the project associated with the reported time. Travel & Expenses will be included with a separate line item on the invoice and an attached worksheet itemizing each trip.

Monthly invoices will be sent to the Local Collection Point Administrator (LCPA) who will obtain appropriate approvals for the invoice and process for payment.

6. Cost Sheet

6.1 Pricing for this contract will be based on Time and Materials (reimbursement of actual expenditures). Labor pricing below shall include resource assigned, overhead costs and travel/per diem per trip. Labor pricing submitted shall remain valid for the contract's initial two-year term; the section below includes labor pricing for subsequent contract renewal periods.

Section	Resource Title or Role	Rate (\$)	LOE (man-hours)
Program Management Services	• Randall White	• \$95.00	• 3,276
Overhead Costs	Based on a percentage of labor	5% Inclusive	
Travel (to include travel costs and per diem)	Specify number of Travelers = 1	\$/Trip \$480.00	Number of Trips = 7

6.2 Labor rate values for subsequent contract renewal periods, if exercised:

Contract Year	Section	Resource Title or Role	Rate (\$)
Year #3 (Renewal #1)	Program Management Services	• Randall White	\$100.00
Year #4 (Renewal #2)	Program Management Services	• Randall White	\$100.00
Year #5 (Renewal #3)	Program Management Services	• Randall White	\$100.00

7. Contractual Provisions Attachment

DA-146a Rev. 06/12

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.).

7.5. 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.

7.6. Acceptance Of Contract

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

7.7. 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.

7.8. 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.

7.9. 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.

7.10. 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.

7.11. 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.

7.12. 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."

7.13. 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 March 26, 2014 in response to Bid Event Number EVT0002893.

It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish **NG-911 Program Management Services** for the **Kansas 911 Coordinating Council** on order of the agency at the price or prices contained herein.

This contract is entered into this 7th day of April, 2014 by and between the State of Kansas (State) and **RANDALL WHITE, SHAWNEE, KS (Contractor)**.

Contractor: **RANDALL WHITE**

State: **Kansas 911 Coordinating Council**

By: *Randall White*
Printed Name: **RANDALL WHITE**
Title: **Owner**

By: *Walter Way*
Printed Name: **WALTER WAY**
Title: **CHAIRMAN**

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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