COMMONWEALTH of VIRGINIA
Department of Information Technology
Acquisition Services Division
110 S. 7th Street
Richmond, Va. 23219

TDD VOICE-- TEL NO
804/371-8076

May 9, 2002

Mr. Brian Bark
L. Robert Kimball and Associates
437 Grant Street, Sutie 1102
Pittsburgh PA 15129

RE: IFB# 2002-014R: VA-020509-LRKA (Contract)

Dear Mr. Bark:

Please accept this letter as your official notice of award for the above referenced procurement. A copy of the fully executed contract is enclosed with this notice. Please reference the contract number shown above in all future correspondence/invoices concerning this agreement.

Correspondence concerning acceptance of the products and services should be addressed to the attention of the individual identified, as shown in block #7, Page 1, of DIT Form 62 / the contract. The DIT point of contact for this procurement is Mr. Dave Butler, and the DIT point of contact for the resulting contract is Staff.

Sincerely,

Jeff Davis
Contracts Manager

Enclosure
cc: File

COMMONWEALTH OF VIRGINIA Department of Information Technology

SOLICITATION, OFFER AND AWARD DATA PROCESSING / TELECOMMICATIONS					FIN: 25-1672754
1. Contract No:	2. IFB No:	3. Date Issued:	Date Due:	4. APR	5. Approval No:
VA-020509-LRKA	2002-014 R	Mar 6, 2002	Mar 20, 2002	33	D-94

For Information Call: David Butler (804) 371-5521

6. ISSUING OFFICE:	7. SHIP TO:
Department of Information Technolgy Acquisition Services Division 110 S. 7th Street, Lobby Floor Richmmond, Va. 23219-9300 ATTN: Bid Section	Department of Technology Planning Mr. Steve Marzolf 110 South 7th Street 1st Floor Richmond VA 23219

SOLICITATION

8. Sealed bid(s) for furnishing the Products and Services set forth in the schedule, will be returned to the Issuing Office identified in block 6 above. Please provide an original and 1 copy of the Invitation For Bids. If hand carried, deliver to the ASD receptionist located on the Lobby Floor of the address listed in Block 6. Bids must be received prior to 2:00 p.m. local time March 20, 2002. CAUTION – LATE OFFERS: See Paragraph 3 of the Solicitation Instructions.

This is an advertised solicitation which consists of (1) schedule of Products and Services, Pages 2 thru 7; (2) the solicitation instructions S-1 thru S-3; (3) The Basic Ordering Agreement Page BOA-1 thru BOA-29 (which includes Attachments B, C, D and E); and (4) other provisions, representations, certifications or specifications as are attached or incorporated herein by reference.

Offers will be publicly opened at: 2:10 p.m. local time March 20, 2002, in the ASD Conference Room, 110 South 7th Street, East Lobby Level, Richmond, VA 23219.

All offers are subject to the terms and conditions set forth in the above referenced sections of this Solicitation.

Paul H. Dodson, Director
Acquisition Services

Signature

OFFER

In compliance with the terms and conditions set forth in the solicitation, the undersigned agrees, if this offer is accepted within 90 calendar days from the date of receipt of offers, to furnish any or all items awarded at the prices offered in the schedule, delivered to the address in block 7, within the time specified in the schedule.

9. CONTRACTOR:	10: BILL TO:
Company Name: L. Robert Kimball & Assoc. Address: 437 Grant St., Ste. 1102 City, State: Pittsburgh PA 15219 Signature: Brian L Bark Name (Typed): Brian L. Bark Title: Vice-President Phone: 412-201-4900	Department of Technology Planning Accounts Payable 110 South 7th Street 2nd Floor Richmond VA 23219

AWARD

11. Accepted as to Item Numbers:	12. Amount:	13. Award Date:
all for regions 1 through 7	per order	5-9-02

14. Name of Contracting Officer:	15. COMMONWEALTH OF VIRGINIA	PAGES:
Jeff Davis Contracts Manager	By:	1 of 7

FORM 62 Rev. 12/15/2000

ATTACHMENT 12
5/9/02

DIT-62A	SCHEDULE	IFB NO.	Page:
01/15/91		02-014R	2 of 7
NAME OF CONTRACTOR	REQUIRED DELIVERY DATE: (RDD) 30 DAYS ARO	INITIALS	

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
	On behalf of the Department of Technology Planning (DTP), the Department of Information Technology (DIT) desires to establish multiple statewide contracts for the purpose of obtaining consulting services and project management for Authorized Users (Virginia localities, the Virginia Wireless E-911 Services Board and the DTP Public Safety Communications Division and DIT) in the implementation of Wireless and/or Wireline Enhanced 911 (E-911) services.				
1.	Project Manager	1	hr.	136.00	136.00
	Please list any additional Staff Positions and applicable hourly rates that may be involved in this project. If additional positions are bid, rates shall not exceed that of the Project Manager.				
2.	Telecommunications Specialist	1	hr.	130.00	130.00
3.	Data Analyst	1	hr.	104.00	104.00
4.	GIS Specialist	1	hr.	85.00	85.00
5.	9-1-1 Specialist	1	hr.	74.00	74.00
	Note #1: Bidders are to provide fully burdened hourly rates which include all labor, meals, lodging and other costs necessary to provide a fixed hourly rate for the position(s) listed above.				
	NOTE #2: Bidders shall provide resumes with their bid.				
	NOTE #3: To allow DTP to conduct telephonic interviews of personnel identified in item #1 above, bidders shall provide the telephone numbers of individuals selected within seventy two (72) hours of request by DTP.				
	NOTE #4: All prices submitted shall include the IFA.				

1. On behalf of the Department of Technology Planning (DTP), the Department of Information Technology (DIT), is soliciting bids for the establishment of multiple contracts for the purpose of obtaining consulting services and project management to assist Authorized Users (Virginia localities, the Virginia Wireless E-911 Services Board (Board) and the DTP Public Safety Communications Division and DIT) in the implementation of Wireless and/or Wireline Enhanced 911 (E-911) services. Currently the Commonwealth of Virginia (COV) anticipates that it has a continuing requirement for these services for periods of service ranging from thirty (30) days to twenty-four (24) months. Requirements for consulting services will be identified on separate task orders or purchase orders issued against the Basic Ordering Agreement/work order executed by each of the winning vendors on a case-by-case basis. Bidders shall two (2) copies of the signed Invitation for Bids.

2. Since some vendors may only specialize in Wireless E-911 or Wireline E-911 and not both, bidders shall indicate in the matrix on Page A-2 of Attachment A whether they are able to provide wireless services, wireline services or both. The COV reserves the right to accept the bid for one type of service in an area without necessarily accepting the bid for the other type service.

3. The COV is concerned that no single vendor may be able to fully satisfy all the requirements for personnel that may arise. Therefore, the COV, at its option, may contract with up to five (5) lowest responsive and responsible bidders for each of the seven (7) regional areas listed on Page 1 of Attachment A. Page A-2 of Attachment A provides a matrix for the areas Vendors can support. The same rate bid on line item #1 of the Schedule (Page 2 of this solicitation) will apply to all areas bid. Bidders may bid on any one area, multiple areas or statewide. Since it may be necessary to move a locality from one area to another to allow neighboring localities to work together, the COV reserves the right to make adjustments to the seven regional areas listed on Page 1 of Attachment A. Selection may be made of two or more Bidder's (not to exceed 5) for each regional area. The COV is not required to purchase consulting services from all vendors which may win a Basic Ordering Agreement (BOA) consulting contract under this solicitation.

4. Specifications shall be incorporated into a service contract that permits the Authorized Users to order the services as described for the term of the contract without additional competitive procurements.

5. The price per hour for the Project Managers position on the Schedule (page 2) of this solicitation will be used to evaluate the bids submitted; however, the contract and individual task orders or purchase order(s) issued will be on a time and materials basis with a fixed rate under the terms and conditions of the attached Basic Ordering Agreement (BOA).

6. To be considered responsive to this solicitation, the vendor must agree to accept the terms and conditions set forth in the attached BOA and Work Order (Attachments B and C). Any modification or clarification to these terms and conditions will cause the bid to be rejected. See attached Solicitation Instructions, page S-2, paragraph 7.

7. Attachment E contains a sample Task Order and Purchase Order that are examples of Ordering Documents which may be issued to the successful bidder(s) under this Solicitation.

8. BIDS WILL NOT BE CONSIDERED IF THE VENDOR IS NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY (DIT). A registration form may be obtained by calling (804) 371-5900 or by contacting the Acquisition Services Division web site, http://asd.state.va.us. The completed form must be received by DIT not later than the award date in order for bid to be considered.

9. No oral, telephonic inquiries regarding this IFB will be accepted from vendors. All questions for information concerning this IFB must be submitted no later than 12:00 noon on March 15, 2002. Mark envelopes "Questions on IFB 2002-014R". Vendors may submit written questions to:

   Dept. of Informmation Technology
   Attn: Dave Butler/IFB #2002-14
   110 South 7th Street, East Lobby
   Richmond, Virginia 23219
   Facsimile: (804) 371-5969
   e-mail: dbutler@dit.state.va.us

   NOTE: BID RESPONSES VIA FACSIMILE WILL NOT BE ACCEPTED.

10. Bidder's attention is directed to Section 2.b, page S-1, of the Solicitation Instructions concerning the requirement for Federal Identification Numbers (FIN) to be placed on page 1 of the Invitation for Bids. Please place this number in the space provided on page 1. PLEASE NOTE THAT FAILURE TO PROVIDE THIS NUMBER MAY RESULT IN OUR INABILITY TO VERIFY YOUR REGISTRATION AND YOUR BID BEING RULED NON-RESPONSIVE.

11. VENDOR'S RESPONSES to this bid shall include the following information as an attachment:

    a. Company name, contact persons, address, city, state, zip code and telephone number, facsimile number, e-mail address, and firm's web site.

    b. Provide the identity of any parent corporation;

    c. Provide the identity of any subsidiaries if appropriate;

    d. Provide the identity of any sub-contractors to be used on this project.

    e. Describe the company's experience in the government sector and industry.

12. Bidders shall disclose to the Authorized User and/or DTP any ownership, subsidiary affiliation, business relationships, or any other formal interests in any company involved in the design, manufacturing, or marketing of 911 equipment or services. This requirement shall also apply to any Bidder's personnel and sub-contractor(s) used on the project. Any vendor who in the COV's sole determination has a business relationship with a Wireless service provider or other company that could cause a conflict of interest in representing an Authorized user of this contract, will be rejected from further consideration.

13. Bidders shall provide at least three (3) current references who can confirm the firm's qualifications. References provided should be of the similar size to the Commonwealth of Virginia. Prior to an award, the Commonwealth will make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidders to perform the contracts, and these may include, but may not be limited to, reference checks and interviews.

14. BIDDER'S QUALIFICATIONS:

    a. The Bidder shall provide a brief description of its experience and history in regards to project management and consultation in the area of Enhanced 911 service, i.e., number of years providing these services, experience and qualifications of personnel involved, number of staff dedicated to these services and the names and number of technical staff to be assigned to this project, including resumes, etc.
    b. The Bidder shall provide relevant documentation attesting to at least three (3) years experience in assisting localities with the implementation of Wireless and/or Wireline Enhanced 911 systems. Document should focus experience with the implementation of E-911 systems and not other systems, such as wireless networking and radio systems.
    c. The Bidder shall provide a list of at least three (3) projects performed by their firm similar to requirements of this solicitation. The list shall include the names of the locality in which the services were performed, the wireless service providers in the locality that the bidder worked with, and the local exchange carrier (LEC) providing the wireline 911 network design; and a brief description of the services provided by the bidder.

    NOTE: Vendors who do not meet the Qualifications explicitly stated above will be rejected without further consideration.

15. The project manager shall provide the coordination between the Authorized User, local exchange carrier (LEC) and wireless service provider (WSP) for the implementation of wireless or wireline 911. This will entail assisting the Authorized User with identifying and installing upgrades in the "Public Safety Answering Point" (PSAP), working with the LEC to identify 911 network upgrades that may be necessary, and coordinating data collection, testing and cutover with the WSP. The Authorized User may require the project manager to submit a cutover plan, an acceptance testing plan and a fall back plan as part of their project management duties. Project managers proposed for this project must have experience in these areas to be considered.

16. TYPICAL TASKS TO BE PERFORMED BY PROJECT MANAGERS AND SUPPORT STAFF:

    a. Meeting with the wireless service providers in their respective areas.

    b. Coordinating the installation of telecommunications equipment.

    c. Coordinating training efforts for the "Public Safety Answering Point".

    d. Coordinating service with the local exchange carrier.

    e. Drafting correspondence on behalf of the PSAP.

    f. Managing the testing of wireless E-911.

    g. Preparing funding submission to the Board.

    h. Preparing monthly reports to the Board.

    NOTE: This is not an all inclusive list.

17. All vendor personnel who are non-U.S. citizens must currently have the requisite documentation, i.e. a valid passport, visa, work permit or other documentation required by U.S. Immigration authorities necessary to provide the services required under this solicitation.

18. The term of this contract shall be for a two (2) year period and shall commence upon award of this solicitation by the Contracts Manager, DIT. The COV at its sole option reserves the right to extend the contract for three (3) additional twelve (12) month periods by notifying the contractor of its intent not later than thirty (30) days prior to the expiration of the current contract period.

19. The COV requires that bids include a firm fixed hourly rate for the initial two (2) year period. Upon written request including justification from the contractor(s), the Commonwealth, at its sole option, may allow a rate increase in accordance with Attachments B and C after the initial two (2) year period.

20. Upon notification of contract awards, contractors shall designate Project Managers to be assigned to the contract. DTP in coordination with the Authorized User appointed project managers reserve the right to interview and approve of designated project managers. The Localities project manager, or his/her delegate, will be the contractor's primary point of contact. All contract activities to be performed under this contract will be accomplished in consultation with, under the direction of, and with the approval of the Localities project manager.

21. Bidders shall provide the requisite personnel staffing to support the project for the term of the contract. Contractors shall provide a high level of staff project involvement and information feedback throughout the term of the contract. Rates for these support staff personnel shall be provided on the Schedule (page 2 of this solicitation) as appropriate.

22. SERVICE BILLING:

    a. Billing will be centralized through the Department of Technology Planning (DTP). The Contractor shall furnish monthly detailed billing to DTP, which will itemize all services provided to the Authorized User for billing purposes. The Bidder is put on notice that any item billed, not agreed to in the resulting contract, will not be paid, which will result in a short pay of the Contractor's invoice.

    b. Contractors must provide a point of contact for all billing inquiries giving the name and telephone number of the contact. A backup billing contact is also required. A facsimile telephone number is required so billing inquiries can be faxed to the Contractor.

23. Results of this solicitation will not be given out by telephone. Bidders wishing a copy of the bid results must include a self-addressed, stamped envelope along with their bid. The envelope should be marked with the words "Bid Results" and the IFB number. Awards will also be posted to the Acquisition Services Division (ASD) web site, http://asd.state.va.us

24. Bidders are advised to read and understand paragraphs entitled "Contractor's Report of Sales" and "Industrial Funding Adjustment" (IFA) in the Terms and Conditions. FAILURE TO COMPLY WITH THESE PARAGRAPHS SHALL RENDER THE VENDOR'S BID NON-RESPONSIVE AND SUBJECT THIS AGREEMENT TO TERMINATION AND CANCELLATION.

25. IT IS THE VENDORS RESPONSIBILITY TO RETURN SEALED BIDS TO THE ISSUING OFFICE AT THE ADDRESS LISTED IN BLOCK #6, PAGE 1, DIT FORM 62 ON OR BEFORE THE DATE AND HOUR DESIGNATED. IF NOT, THEY WILL BE RETURNED TO THE VENDOR UNOPENED.

Attachment A - Map of Virginia and seven (7) Regional Support Areas

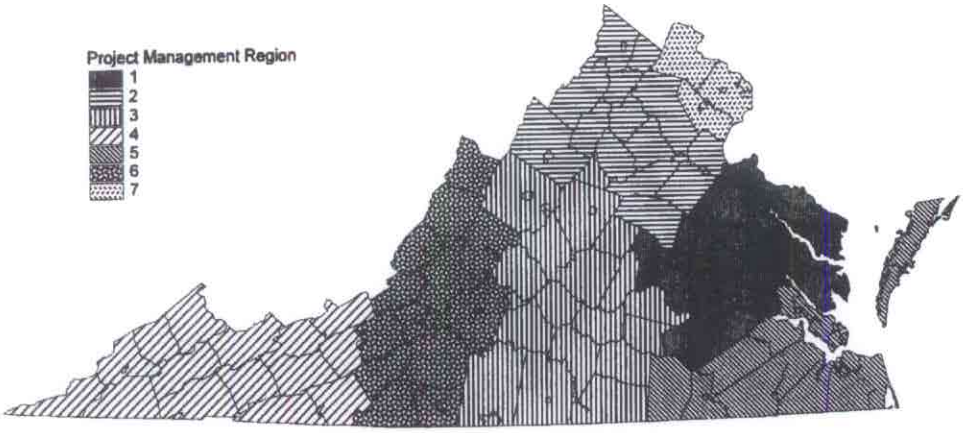
Attachment B - Basic Ordering Agreement

Attachment C - Work Order

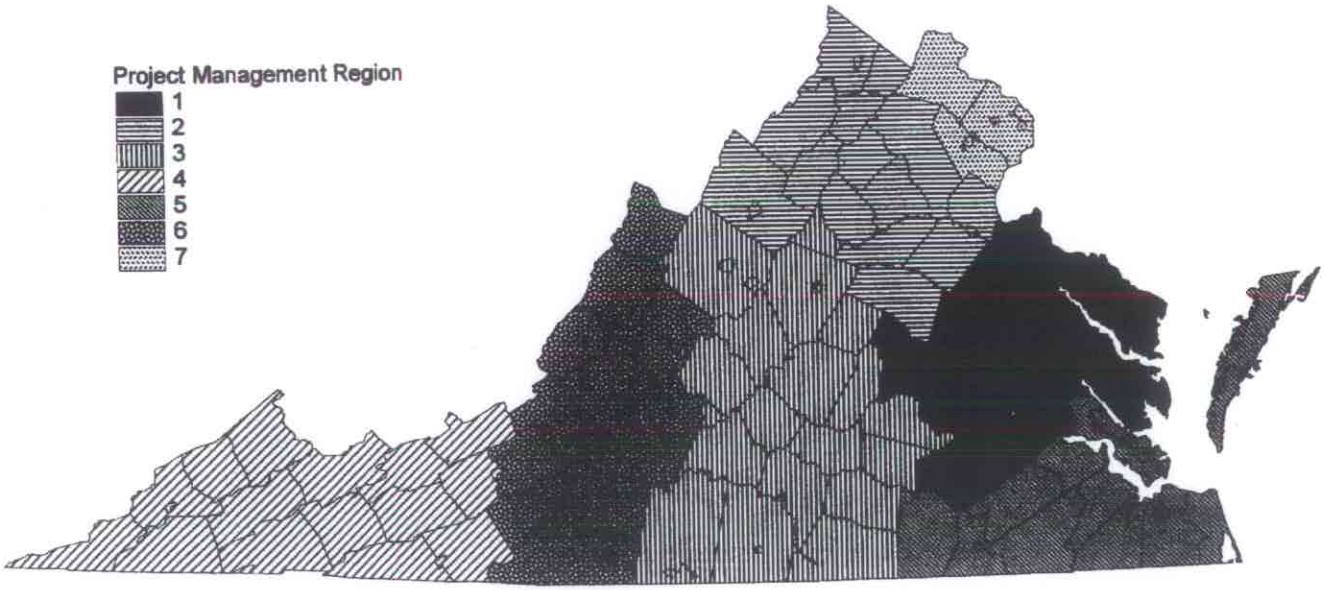
Attachment D - Certification Regarding Lobbying

Attachment E - Sample Task Order

ATTACHMENT A



Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7
Ashland	Clarke County	Albemarle County	Bland County	Accomack County	Alleghany County	Alexandria
Caroline County	Culpeper County	Alta Vista	Bristol	Brunswick County	Bath County	Arlington County
Charles City County	Fauquier County	Amelia County	Buchanan County	Chesapeake	Bedford	Fairfax
Chesterfield County	Frederick County	Amherst County	Carroll County	Chincoteague	Bedford County	Fairfax County
Colonial Beach	Fredericksburg	Appomattox County	Dickenson County	Emporia	Blacksburg	Falls Church
Colonial Heights	Harrisonburg	Augusta County	Galax	Franklin	Botetourt County	Herndon
Dinwiddie County	Louisa County	Buckingham County	Giles County	Greensville County	Christiansburg	Loudoun County
Essex County	Madison County	Buena Vista	Grayson County	Hampton	Clifton Forge	Manassas
Gloucester County	Orange County	Campbell County	Lee County	Isle of Wight County	Covington	Manassas Park
Goochland County	Page County	Charlotte County	Norton	James City County	Craig County	Prince William County
Hanover County	Rappahannock County	Charlottesville	Pulaski	Newport News	Floyd County	Vienna
Henrico County	Rockingham County	Cumberland County	Pulaski County	Norfolk	Franklin County	
Hopewell	Shenandoah County	Danville	Radford	Northampton County	Henry County	
King & Queen County	Spotsylvania County	Farmville	Russell County	Poquoson	Highland County	
King George County	Stafford County	Fluvanna County	Scott County	Portsmouth	Lexington	
King William County	Warren County	Greene County	Smyth County	Southampton County	Martinsville	
Lancaster County	Winchester	Halifax	Tazewell County	Suffolk	Montgomery County	
Mathews County		Halifax County	Washington County	Surry County	Patrick County	
Middlesex County		Lunenburg County	Wise County	Sussex County	Roanoke	
New Kent County		Lynchburg	Wythe County	Virginia Beach	Roanoke County	
Northumberland County		Mecklenburg County	Wytheville	Williamsburg	Rockbridge County	
Petersburg		Nelson County		York County	Salem	
Powhatan County		Nottoway County			Vinton	
Prince George County		Pittsylvania County				
Richmond		Prince Edward County				
Richmond County		South Boston				
West Point		Staunton				
Westmoreland County		Waynesboro				



Wireless E-911	X	X	X	X	X	X	X
Wireline E-911	X	X	X	X	X	X	X

KIMBALL IS ALSO INTERESTED IN PROVIDING THESE SERVICES TO THE DEPARTMENT OF INFORMATION TECHNOLOGY.

SOLICITATION INSTRUCTIONS
REV. 11/01/01

1. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding this solicitation/invitation for bid must be requested in writing and with sufficient time allowed for a reply to reach the vendor before the submission of their bids. PRIOR TO SUBMISSION OF A BID, VENDORS ARE REQUIRED TO READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, READ ALL TERMS AND CONDITIONS AND CHECK THE ACQUISITION SERVICE DIVISION'S (ASD'S) WEB PAGE AT (HTTP://ASD.STATE.VA.US) FOR ANY AMENDMENTS OR CHANGES. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE COMMONWEALTH OF VIRGINIA VENDOR'S MANUAL WHICH WAS REVISED IN DECEMBER 1998 AND ANY REVISIONS THERETO, WHICH ARE HEREBY INCORPORATED INTO THIS CONTRACT IN THEIR ENTIRETY. A copy of the manual is available for review at the purchasing office, and can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page (www.dgs.state.va.us/dps). Any interpretation required by the State will be in the form of an amendment to the solicitation; SEE PARAGRAPH 11 BELOW. Oral explanations or instructions given before the award of the contract will not be binding. In any conflict arising between this solicitation and the Vendors' Manual, this solicitation shall prevail.

2. PREPARATION OF SOLICITATION

A. Bids shall be submitted on the forms furnished, and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Telegraphic or facsimile bids will not be considered. Vendors may not submit multiple bids in a single envelope.

B. Vendors are required to enter their Federal Identification Number [FIN] in the upper right hand corner on Page 1, DIT Form 62. This number must correspond with the FIN number shown on Page 1 of the DIT Vendor Application For Registration Form submitted by a principal or officer of the firm submitting the bid. Failure to enter a number in the space provided or to provide a correct FIN number may delay award or result in DIT determining that the vendor is not registered to conduct business with DIT. It is the vendor's responsibility to provide the correct FIN number and to keep DIT updated as to any changes in vendor's status.

C. The bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the schedule; DIT Form 62A or 62B. Where the bid form explicitly requires that the vendor bid on all items (e.g., an all or none requirement), failure to do so will disqualify the bid. When submission of a price on all items is not required, vendor should insert the words "no bid" in the space provided for any item on which no price is submitted.

D. Additional bids may be submitted, when in the vendor's judgment they can provide more than one solution which meets the required specifications of the procurement. Additional bids shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. Additional bids shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the bid.

VENDORS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BID AND ANY MODIFICATION TO TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF THE BID.

E. Modification of bids already submitted will be considered if received at the office designated in the invitation for bids before the time set for opening of bids.

3. SUBMISSION OF BIDS

TO BE CONSIDERED, THE BID MUST BE RECEIVED AT THE ADDRESS GIVEN IN BLOCK #6 OF THE SOLICITATION ON OR BEFORE THE DATE AND HOUR DESIGNATED. Vendors must pay particular attention to ensure that the bid is properly addressed. The State is not responsible if the bid is not properly addressed. The State is not responsible if the bid does not reach the destination specified by the date and time identified in block #8 page 1 of the Bid. Sealed bids received after the date and hour identified in block #8 are automatically disqualified, and will not be considered. All bids must be sealed, marked and addressed, to the address shown in block #6 of the Solicitation, and marked on the outside of the vendor's envelope as in the example below. Failure to do so may result in a premature opening of, or a failure to open, the bid.

From: Name of Vendor
Street or Box Number
City, State, Zip Code
Due Date Time
IFB No.

4. SPECIFICATIONS AND USE OF BRAND NAMES

Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bids to the specific brand, make or manufacturer named. Any item which the State at its sole discretion determines to be the equal of that specified as defined in the Schedule, will be accepted. The award will be made to the lowest responsive and responsible bidder or offeror offering the functional equivalent to the brand name described in the specification. Thus, equivalent products of other manufacturers will be considered only if proof of equivalency is contained in or accompanies the bid.

5. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS

A. Any bids received at the office designated in block #6 of the Solicitation after the exact time specified for receipt will not be considered for award. (See Paragraph 4.10 of the Vendor's Manual for further discussion.)

B. A bid may be amended and/or withdrawn by a vendor if the office issuing the bid receives the request in writing before the date and hour set forth in the bid form. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall normally constitute the withdrawal of any prior bid submitted by the same bidder or offeror on the same IFB.

6. PUBLIC OPENING OF BIDS

Bids will be publicly opened at the time and date specified on page 1 of the Solicitation document. The content of these solicitations will be made public in accordance with Paragraphs 1.9 and 2.4 of the Vendor's Manual. Bids will not normally be evaluated at the bid opening meeting. All bids will be opened at the location shown on page 1 of the solicitation.

7. SOLICITATION TERMS AND CONDITIONS

The terms and conditions contained in this solicitation are considered mandatory and are the only terms and conditions governing transactions under any contract awarded as a result of this solicitation.

If the vendor includes additional terms and conditions on pre-printed marketing sheets, pre-printed catalogues, or other pre-printed materials, then it is understood that those terms and conditions are of no consequence to any resulting contract.

Any other modification, addition, clarification, or change to the mandatory terms and conditions by the vendor shall cause the bid to be rejected.

8. AWARD OF CONTRACT

Bids shall be evaluated and the responsive and responsible bidder offering the lowest price will be awarded the Contract. The State reserves the right to reject any and all bids in whole or in part and to waive any informality in the bids.

9. AWARD NOTICES

Upon the completion of evaluation, the State will either post a NOTICE OF AWARD (NOA) or a NOTICE OF INTENT TO AWARD (NOITA). If a NOITA is used, the notice will be publicly posted ten days prior to the actual award date of the contract. All award notices will be posted on ASD's Web Page (HTTP://ASD.STATE.VA.US) and posted in ASD's lobby in written format.

A NOTICE OF INTENT TO AWARD OR A NOTICE OF AWARD will be mailed to any bidder submitting a self-addressed, stamped envelope with their bid.

NOTICES OF INTENT TO AWARD OR NOTICES OF AWARD will be posted in accordance with paragraph 6.3 of the Vendor's Manual.

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED.

10. FAILURE TO DELIVER

Failure to comply with the terms and conditions of the IFB or to deliver equipment, software or services identified in the solicitation at the price quoted may result in cancellation or rescission of the award/contract by the Commonwealth and may subject the Contractor to removal from DIT's Vendor Registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

11. AMENDMENT OF SOLICITATION

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to the ASD's Web page at (http://asd.state.va.us) and posted in ASD's lobby in written format.

If the bid opening date is extended the new date and time will be clearly shown on the face of the amendment.

Bidders will be required to sign and return a copy of the amendment with their bid to indicate that they have received the document and are aware of the changes made.

12. ANTI-COLLUSION CERTIFICATION

By Bidder's signature on the face of this bid, Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Vendor understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that he or she is authorized to sign this bid for the bidder' firm.

13. DEMONSTRATIONS

The State reserves the right to require the Bidder to demonstrate to the satisfaction of the State, that the products offered will perform in a completely acceptable manner and to meet or exceed the specifications referenced in the solicitation. The demonstration site and time is subject to agreement between the State and Bidder. A Bidder refusing to demonstrate his products bid after determination that he is the apparent low responsive and responsible bidder may be removed from DIT's vendor registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

14. PROTESTS OF AWARDS

All protests of awards shall be conducted in accordance with Chapter 9 of the Vendors Manual.

15. VENDOR REGISTRATION

AN AWARD WILL NOT BE MADE TO ANY BIDDER NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY (DIT). A completed registration form must be on file or received by DIT (Acquisition Services Division) not later than the award date. Call (804) 371-5900 to request a registration form.

16. CONTRACT

Any contract which is awarded as a result of this solicitation, offer and award shall be between DIT and the Contractor. No other agency, institution or public body may negotiate in any way with the vendor concerning the items identified in the schedule or any terms and conditions of the contract. All problems associated with the resulting contract shall be brought to the attention of the Contracts Manger, DIT.

Specifications - Any comments or questions concerning the specifications, terms and conditions or any note contained in this solicitation shall be submitted, in writing to the issuing office (See Block #6 DIT Form #62) at least ten (10) days prior to the closing date.

17. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of *Code of Virginia*, Section 2.2-4342, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. **The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.**

ATTACHMENT B
TO
IFB #2002-014R

BASIC ORDERING AGREEMENT (BOA)

This Basic Ordering Agreement (BOA) is entered into as of the date of its final execution as noted in Block #13, DIT Form 62, by and between the Contractor identified in Block #9, DIT Form 62, a corporation authorized to do business in the Commonwealth of Virginia with a primary place of business at (see Block #9, DIT Form 62), hereinafter referred to as the "Vendor" or "Contractor", and the Commonwealth of Virginia, hereinafter referred to as the "State", or "DIT", or the "Commonwealth".

This Agreement shall be construed as a continuing offer by the Vendor to perform specified services which the Commonwealth and or Authorized User may accept from time to time by the placement of either Work Orders or Task Orders, hereinafter referred to as "Orders" as described herein. No obligation for services or costs shall be incurred by either party hereto unless and until an Order or other written authorization has been executed by the Contracts Manager, DIT in accordance with this Agreement.

As used throughout, the following terms shall have the meaning set forth below:

- ξ The term "Agreement" means the Basic Ordering Agreement and includes the provisions identified below.
- ξ The term "Work Order" means the additional terms and conditions attached to this Basic Ordering Agreement as Attachment "C".
- ξ The term "Task Order" means individual orders for services issued under the provisions of the BOA/Work Order.
- ξ The term "Authorized User" means Virginia localities and The Department of Technology Planning public Safety Division and the Department of Information Technology, and the Virginia Wireless E-911 Services Board

ARTICLE I - WORK ORDERS

1. Work Orders issued hereunder shall be initiated and processed as set forth in Article II herein.

5/9/02

2. Said Work Orders shall contain, among other provisions:

a. A reference to this Agreement;

b. Statement of Work;

c. Statement of Type of Work Order and costs or price; and,

d. Delivery or Performance Schedule.

3. An individual Work Order may be written into either of the following two types:

a. Time and Material Type: A Time and Material Work Order shall list the services to be performed by labor category of personnel desired together with specific computer or tabulating services and hourly costs associated with each. Time and Material Work Orders will contain a "Not to Exceed" limitation. When a "Not to Exceed" limitation is employed, it shall impose obligations upon the parties in accordance with the "Limitation of Cost" provisions in ARTICLE V - TERMS AND CONDITIONS.

b. Fixed Price Type: A Fixed Price Work Order shall be negotiated where technical requirements can be set forth in sufficient detail to enable the Vendor to contract on such a basis. A Fixed Price Work Order may be negotiated for personnel services while other costs associated with the Work Order such as computer services can be included in the same Work Order on a Time and Material basis.

4. Pricing for all Time and Material Work Orders shall be in accordance with the rate schedule provided by the Vendor and set forth in IFB 2002-014R, "the Schedule".

5. All Work Orders shall be incorporated as an integral part of this Agreement. Additional terms and conditions or clauses concerning individual Work Orders may be included with and form part of the Work Order. In the event the additional terms and conditions and/or clauses included in a Work Order conflict with any terms and conditions or clauses of this Agreement, the terms of the Work Order shall govern as concerns that individual Work Order only.

ARTICLE II - ACTIVATION OF ORDERS

1. The following procedure will be used to initiate and activate an Order under this Agreement:

a. The Authorized User will prepare an Order in duplicate, together with all necessary technical attachments, and provide the Order to the Vendor.

b. The Vendor shall review the Order and, upon acceptance by the Vendor, cause the Order to be executed by a duly authorized Vendor representative, and return both Vendor executed documents to the Commonwealth and or Authorized User.

c. The Authorized User, upon acceptance of the Vendor's executed documents, shall execute the Order and return one fully executed Order to the Vendor. One fully executed Order shall be attached to and shall be made an integral part of this Basic Ordering Agreement (BOA).

OR

2. Ordering through eVA.

ARTICLE III - PERIOD OF PERFORMANCE

1. This Agreement shall remain in full force and effect for a period of two (2) years from the date of award, unless sooner terminated or discontinued in accordance with other terms of this Agreement, or extended in accordance with the provisions of Attachment "C" the Work Order.

2. By agreement of the parties evidenced by written amendments hereto, this Agreement can be extended as necessary, and in conjunction with the terms and conditions as delineated herein, provided however that no additional costs are incurred unless specifically approved by the Contracts Manager, DIT.

3. The terms of this Agreement and its incorporated Work Order(s) and other related Orders shall survive the period of performance stated in Section 1 above until such time as all Work Orders and Orders (executed prior to the expiration date of this BOA) have been completely performed.

ARTICLE IV - INVOICING AND PAYMENT

1. Where performance contemplated by an Order is longer than one (1) month, the Vendor shall invoice monthly in arrears. The Contractor shall invoice the Authorized User through DTP.

a. On Time and Material Work Orders, invoices will be at the billing rates set forth in the Schedule for all efforts performed during the invoice period. Invoices shall provide as a minimum the following information:

(1) Name of assigned employee(s)
(2) Date of assignment
(3) Rate per hour
(4) Hours worked

(5) Order Number
(6) Vendor's Federal Tax Identification Number (FIN)

b. On Fixed Price Work Orders, a mutually acceptable billing schedule shall be defined in Schedule to this Agreement.

2. Where the performance under an individual Work Order is to be completed in less than one (1) month, the Vendor shall invoice the Authorized User through the Department of Technology Planning (DTP) for the full amount of the Work Order at the completion thereof.

3. A maximum of fifteen percent (15%) of each Fixed Price invoice may be withheld pending completion and acceptance of the total project.

ARTICLE V - TERMS AND CONDITIONS

1. ENTIRE AGREEMENT

It is expressly agreed that the Basic Ordering Agreement, the Work Order issued hereunder, IFB 2002-014R issued by the Commonwealth and Vendor's response thereto which have been accepted by the Commonwealth and has resulted in an award to the Vendor, and all Orders issued under this Agreement constitute the entire Agreement of the parties in relation to the subject matter hereof, and that no other agreement or understandings, verbal or otherwise, exist between the parties except as herein expressly set forth.

2. SCOPE OF CONTRACT

The following paragraphs contain the Contractual terms and conditions by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", or "DIT" (Department of Information Technology) will establish a Master Agreement wherein Authorized Users (Virginia Localities, Department of Technology Planning Public Safety Division, and DIT, and the Virginia Wireless E-911 Services Board) will acquire consulting services and project management in assisting Authorized Users in the implementation of Wireless and / or Wireless Enhanced 911 (E-911) services, "Services", as defined by the Virginia Wireless E-911 services board and the DTP Public Safety Communications Division.

3. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet site (www.dgs.state.va.us/dps/).

4. APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

5. ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over $10,000 the provisions in a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.

b. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

6. ETHICS IN PUBLIC CONTRACTING

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

7. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their bids, bidders certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

8. DEBARMENT STATUS

By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

9. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

10. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.

11. CLARIFICATION OF TERMS

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

12. PAYMENT

a. To Prime Contractor:

1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

b. To Subcontractors:

1) A Contractor awarded a Contract under this solicitation is hereby obligated:

(a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

(b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

2) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

13. PRECEDENCE OF TERMS

Paragraphs 1-13 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

14. QUALIFICATIONS OF BIDDERS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

15. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

a. Worker's Compensation - Statutory requirements and benefits.

b. Employers Liability - $100,000.

c. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

d. Automobile Liability - $500,000 - Combined single limit. (Only used if motor vehicle is to be used in the Contract.)

16. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, ASD (Acquisition Services Division) of DIT will publicly post such notice on its website at http://asd.state.va.us/ for a minimum of 10 days.

17. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

18. STANDARDS OF WORK

The Vendor agrees that the performance of work and services pursuant to an Order shall conform to the requirements of the Work Order and to high professional standards.

19. INSPECTION AND ACCEPTANCE

All work under an Order shall be subject to inspection by the Commonwealth and or Authorized User, to the extent practicable at all times and places, including the period of design or processing, but in any event, prior to acceptance. All inspections by the Commonwealth and or Authorized User shall be performed in such a manner as not to unduly delay the work. Unsatisfactory work shall be corrected prior to acceptance.

If any inspection or acceptance test is made by the Commonwealth and or Authorized User on the premises of the Vendor, the Vendor, without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the Commonwealth and or Authorized User's inspectors in the performance of their duties. If the Commonwealth and or Authorized User's inspection or test is made at a place other than the premises of the Vendor, it shall be at the expense of the Commonwealth and or Authorized User when cost is incurred by the Vendor. Suitable acceptance criteria shall be included in the Work Statement as part of the Order.

20. RISK OF LOSS

All work, including data, after delivery to the Commonwealth and or Authorized User, but prior to acceptance, shall become the responsibility of the Commonwealth and or Authorized User to protect same from risk of loss, damage, or destruction. The Commonwealth and or Authorized User shall be liable for such loss, damage or destruction and replacement of the items so lost, damaged or destroyed shall be at the sole expense of the Commonwealth and or Authorized User. To minimize potential problems due to this loss, damage, or destruction, Contractor shall insure that additional copies of the work are available at Contractor's office.

21. PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

The Contractor agrees that proprietary information disclosed by the Commonwealth and or Authorized User to the Contractor for the purpose of an Order shall be held in confidence, as required by and identified herein, and used only in performance of the Order. No item designed for or by the Commonwealth and or Authorized User shall be duplicated or furnished to others without prior written consent of the Commonwealth and or Authorized User. All products of an Order are the sole and exclusive property of the Commonwealth and or Authorized User.

22. PATENT(S), COPYRIGHT(S), AND/OR TRADE SECRET(S) PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth and or Authorized User or Authorized User for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth and or Authorized User's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth and or Authorized User, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.1-122 and Section 2.1-127 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth and or Authorized User may, at their option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth and or Authorized User for liability arising solely out of the Commonwealth and or Authorized User's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth and or Authorized User, or at Contractor's option and expense, may obtain the right for the Commonwealth and or Authorized User to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth and or Authorized User is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth and or Authorized User to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth and or Authorized User has paid Contractor under this Agreement, less one (1 %) percent of the total paid for each month of use by the Commonwealth and or Authorized User. This obligation is in addition to any other obligations cited herein.

23. LIABILITY

To the maximum extent permitted by applicable law, the contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and or services delivered under this contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death: (b) defect or deficiency caused by willful misconduct or negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

24. EXCUSABLE DELAY

The Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault or negligence of the Contractor or its subcontractor(s). Such causes may include, but are not restricted to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the Contractor or its subcontractors.

25. TAXES

The Commonwealth and or Authorized User of Virginia is exempt from all Federal excise taxes, and from State and Local taxes. Such taxes shall not be included in any invoice submitted by Contractor. Federal excise tax exemption certificates shall be furnished if requested.

26. SEVERABILITY

Each paragraph and provision of this Agreement is severable from the entire contract, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

27. TERMINATION OF BASIC ORDERING AGREEMENT FOR CONVENIENCE

This Agreement may be terminated in whole or in part, upon thirty (30) days written notice by the Commonwealth. Consistent with Article III, Section 3, the terms of this Agreement, its incorporated Work Order and related Orders shall survive the effective date of termination until such time as all Orders (executed prior to the termination of this BOA) have been completely performed in accordance as delineated herein.

28. RESERVED

29. HEADINGS NOT CONTROLLING

Headings used in this Contract are for reference purposes only and shall not be considered to be a substantive part of this Contract.

30. NON-APPROPRIATION

All funds for payment of Services under any approved Order is dependent at all times upon the legislative appropriations for this purpose. In the event of nonappropriation of funds by the Legislature for the Services requested under this Contract, the Commonwealth and or Authorized User will terminate this contract for those Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any Services are to be supported by federal funding, and such funding is not made available, the Commonwealth and or Authorized User may terminate this Contract for services dependent on such Federal funds without further obligation.

31. BREACH

In the event of breach by the Contractor of any authorized Order, the Commonwealth shall have the right to immediately, or thereafter, terminate the Order or the entire Basic Ordering Agreement (without affecting the Basic Ordering Agreement with respect to existing Orders). In the alternative, Commonwealth may give written notice to the Contractor specifying the breach and providing a period of time in which such breach must be corrected. If the breach is not corrected within the period of time specified, the Order may be terminated.

The Commonwealth's failure to exercise its right to terminate for breach under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke a contract in the event of any subsequent breach of any provisions of this Agreement.

32. LIMITATION OF COST

It is hereby stipulated and agreed that the total cost to the Commonwealth and or Authorized User for the performance of each Order will be within the "Not to Exceed" funding limitation set forth in the Order, and the Contractor agrees to perform the work specified and all obligations under the Order within such funding limitation. The Contractor agrees to notify the Commonwealth and or Authorized User in writing no later than when the billable amounts reach eighty percent (80%) of the funding limitation and will include in such notification an estimate to complete the requirements of the Order.

The Commonwealth and or Authorized User shall not be obligated to reimburse the Contractor for billing in excess of appropriated funding up to the funding limitation set forth in the Order, and the Contractor shall not be obligated to continue performance of the Order or to incur costs in excess of the funding limitations if such increased costs are due to additional project requirements identified by the Commonwealth and or Authorized User after the initiation of the project effort, unless and until a written amendment to the Order increasing the funding limitation is approved by the Commonwealth and or Authorized User.

In addition to the limitations set forth above, Fixed Price Work Orders may not be increased more than twenty-five percent (25%) of the amount of the contract or $50,000, whichever is greater, without the advance written approval of the Governor of the Commonwealth and or Authorized User of Virginia or his designee.

33. EXAMINATION OF RECORDS

The Contractor agrees to keep and maintain adequate records pertinent documents and papers involving transactions related to each Order for a period of five (5) years from the date of final payment.

The Contractor agrees that the Commonwealth's Auditor of Public Accounts, his duly authorized representative, or such other Commonwealth body appointed by the State shall have access to and the right to examine any such directly pertinent records, documents, and papers involving transactions related to each Order.

34. TERMINATION OF WORK ORDERS FOR CONVENIENCE

Any individual Order under this Agreement may be terminated, in whole or in part, by the Commonwealth and or Authorized User for its convenience.

a. Termination of Time and Materials Order:

(1) Upon receipt of such written notice of termination as specified above, the Contractor shall, cease all work and within thirty (30) days after receipt of written notice of termination, file a claim with the Commonwealth and or Authorized User which shall include an invoice for all costs incurred prior to termination.

(2) Upon receipt of payment for the Contractor's final invoice and the termination claim, the Contractor shall turn over to the Commonwealth and or Authorized User all completed programs, reports, data diagrams, and other materials generated during the performance of the terminated Order.

b. Termination of Fixed Price Work Orders:

(1) Upon receipt of written notice of termination, the Contractor shall, cease all work and within thirty (30) days after receipt of written notice of termination, file a claim with the Commonwealth and or Authorized User which shall include an invoice for completed products delivered on or before the date of termination and which have been accepted by the Commonwealth and or Authorized User.

(2) There shall be no payment for partially completed deliverables except when progress payments are specified in the Order and the Contractor can provide evidence of progress prior to termination and which, in the sole opinion of the Commonwealth and or Authorized User, warrants payment for a partially completed and acceptable deliverable.

(3) Except as provided in 19.b. (2), there shall be no payment for deliverables contracted for but not delivered by the Contractor.

(4) When the Commonwealth and or Authorized User determines that the Contractor is in breach of this Basic Ordering Agreement and/or any Order incorporated hereunder, in no event shall any monies be due the Contractor for products or services which have not been delivered or services performed which are deemed unacceptable by the Commonwealth and or Authorized User.

35. CHANGES/AMENDMENTS

This Contract may be modified in accordance with Section 2.2-4309 A., C. of the Code of Virginia. Such modifications may only be made by the representatives noted below. By written notice to the Contractor, the Commonwealth and or Authorized User may, from time to time, make changes in drawings, designs, specifications, place of delivery, and property and services being furnished to the Contractor by the Commonwealth and or Authorized User. If any change causes an increase or decrease in price of an Order, in the time required for its performance, or otherwise affects any other provision of the Order, the Contractor shall promptly and within thirty (30) days from the date of receipt of the change notify the DIT Contracts Manager, thereof in writing asserting its claim for adjustment, and an equitable adjustment may be made and incorporated into the Order. THE ISSUANCE OF INFORMATION, ADVICE, APPROVALS, OR INSTRUCTIONS BY COMMONWEALTH AND OR AUTHORIZED USER'S TECHNICAL PERSONNEL OR OTHER REPRESENTATIVES SHALL BE DEEMED EXPRESSIONS OF PERSONAL OPINIONS ONLY AND SHALL NOT AFFECT THE CONTRACTOR'S AND COMMONWEALTH AND OR AUTHORIZED USER'S RIGHTS AND OBLIGATIONS HEREUNDER UNLESS THE SAME IS IN WRITING SIGNED BY THE PARTIES AND EXPRESSLY STATES THAT IT CONSTITUTES A CHANGE TO THE ORDER. The official for approval of any contract modification is:

Department of Information Technology (DIT)
DIT Contracts Manager
Richmond Plaza Building, Lobby Level
110 South 7th Street
Richmond, Virginia 23219

36. INVENTIONS

The Contractor is prohibited from obtaining any patent on any invention or other discovery resulting from Contractor's performance under the terms and conditions of this Agreement.

37. CONTINGENT FEE WARRANTY

The Contractor warrants that Contractor has not employed or retained any person or persons for the purpose of soliciting or securing this Agreement. The Contractor further warrants that Contractor has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon the award of making of this Agreement. For breach of one or both of the foregoing warranties, the Commonwealth and or Authorized User shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

38. ASSIGNMENTS

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Agreement shall not be assignable, in whole or in part, to any other party without the Department of Information Technology's (DIT's) written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be as follows. The Contractor shall give the DIT purchasing office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on DIT's "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager DIT. Upon DIT's acknowledgment of receipt of the properly executed form, the Assignee shall notify the Fiscal Officer, DIT of the assignment and shall supply the DIT Fiscal Officer with a copy of the properly executed form. Any payments made by DIT prior to receipt of such notification and form shall not be covered by this assignment.

In the event DIT receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Agreement, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after the DIT's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. The Acquisition Services Division (ASD) of DIT shall promptly notify the Contractor of any assignment notice it receives.

39. CONTRACTUAL DISPUTES

Contractual claims whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The public body will render its final decision in writing within 30 days after its receipt of Contractor's written claim.

A Contractor may not institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that Agency fails to render such decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or Administrative Appeals Procedure Section 2.2-4365, Code of Virginia.

Any dispute, claim, or cause of action filed by Contractor (or any party making such claim on behalf of or under the rights of Contractor, his agents or any subcontractor) shall be governed by Sections 2.2-4363, 4364, 4365, Code of Virginia (1950), as amended, and any period of limitation set forth therein.

40. INVOICES

a. Invoices for Service delivered under this Agreement are payable within thirty (30) days after receipt. Invoices shall not include any costs other than those identified in the Order. Invoices shall provide as a minimum:

(1) Reference to the Order Number;
(2) Type and description of the services provided and date(s) delivered;
(3) Charge for each item; and,
(4) Contractor's Federal Identification Number (FIN).

b. In accordance with the Virginia Public Procurement Act, all payments not made within seven (7) days following the payment date provided above, will be subject to Section 2.2-4347 through Section 2.2-4348 of the Code of Virginia.

(1) This payment will be due, unless the equipment or software or service requested hereunder is received with a defect or the invoice is incorrect.

(2) The rate of interest shall accrue at the rate determined by the base rate on corporate loans (prime rate) at large United States money center commercial banks, and as reported in the publication entitled The Wall Street Journal. Whenever a split prime rate is published, the lower of the two rates is to be used. In no event, however, shall the rate of interest exceed the rate of interest established pursuant to Section 58.1-15 of the Code of Virginia.

c. Notwithstanding paragraphs 27.a and 27.b, no interest penalty shall be charged when payment is delayed because of disagreement between the Commonwealth and or Authorized User and the Contractor regarding the quantity, quality or time of delivery of the services delivered under this Agreement, or the accuracy of any invoice received for such service.

d. In all cases where payment is made by mail the date of postmark shall be deemed to be the date of payment.

e. The Contractor shall notify the Fiscal Officer of the Department of Information Technology (DIT) of all invoices which are in excess of thirty (30) days old.

41. COMMONWEALTH AND OR AUTHORIZED USER'S RIGHTS TO SOFTWARE AND DOCUMENTATION

All materials generated under an Order shall be considered work made for hire. The Commonwealth and or Authorized User shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, data bases and documentation developed or generated under this Agreement, including, without limitation, unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Contractor, from doing so. To the extent the Contractor may be deemed at any time to have any of the foregoing rights, the

Contractor agrees to irrevocably assign and does hereby irrevocably assign such rights to the Commonwealth and or Authorized User.

Contractor warrants that all documentation provided under an Order shall be of sufficient quality and detail to pass without objection in the trade and to enable outside parties and Commonwealth and or Authorized User staff to maintain or modify the materials generated hereunder. Such warranty shall extend beyond the date of final acceptance of materials generated hereunder for a period of one (1) year.

42. CONFIDENTIALITY OF INFORMATION

CONTRACTOR AGREES TO OBSERVE COMPLETE CONFIDENTIALITY WITH RESPECT TO ALL ASPECTS OF ANY CONFIDENTIAL INFORMATION, PROPRIETARY DATA AND/OR TRADE SECRETS AND ANY PARTS THEREOF, WHETHER SUCH CONTENTS ARE THE COMMONWEALTH AND OR AUTHORIZED USER'S OR OTHER MANUFACTURER, CONTRACTOR OR DISTRIBUTOR WHEREBY CONTRACTOR OR ANY CONTRACTOR'S PERSONNEL MAY GAIN ACCESS WHILE ENGAGED BY THE COMMONWEALTH AND OR AUTHORIZED USER OR WHILE ON COMMONWEALTH AND OR AUTHORIZED USER PREMISES. REVEALING, COPYING OR USING IN ANY MANNER WHATSOEVER ANY SUCH CONTENTS WHICH HAVE NOT BEEN AUTHORIZED BY THE COMMONWEALTH AND OR AUTHORIZED USER ARE STRICTLY PROHIBITED. THE RESTRICTIONS HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON AND SHALL CONTINUE IN FULL FORCE AND EFFECT AND SHALL BE BINDING UPON THE CONTRACTOR, HIS AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBCONTRACTORS OR ANY PARTY CLAIMING AN INTEREST IN THIS AGREEMENT ON BEHALF OF OR UNDER THE RIGHTS OF CONTRACTOR FOLLOWING ANY TERMINATION. CONTRACTOR SHALL ADVISE ALL CONTRACTOR'S AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS AND SUBCONTRACTORS WHICH ARE ENGAGED BY THE COMMONWEALTH AND OR AUTHORIZED USER OF THE RESTRICTIONS, PRESENT AND CONTINUING, SET FORTH HEREIN. CONTRACTOR SHALL DEFEND AND INCUR ALL COSTS, IF ANY, FOR ACTIONS WHICH ARISE AS A RESULT OF NON-COMPLIANCE BY CONTRACTOR, HIS AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS AND SUBCONTRACTORS REGARDING THE RESTRICTIONS HEREIN.

43. THIRD PARTY BILLING

All goods or services provided under this Agreement, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

44. INTELLECTUAL PROPERTY RIGHTS

The Contractor hereby agrees that the rights granted as identified in this Agreement are irrevocable. Notwithstanding anything else in this Agreement by the Commonwealth and or Authorized User, the Contractor's remedy shall not include any right to rescind, terminate or otherwise revoke or invalidate the provisions of Section 41 of this Agreement. Similarly, no termination of this Agreement by the Commonwealth and or Authorized User shall have the effect of rescinding, terminating or otherwise invalidating the provisions of this Agreement.

45. COMPLIANCE WITH FEDERAL LOBBYING ACT

a. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth and or Authorized User all necessary certifications and disclosures.

b. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

c. A representative of Contractor shall sign the certification attached as Attachment "D" and deliver such certification to the Commonwealth and or Authorized User simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

46. PERIODIC PROGRESS REPORTS/INVOICES

For contracts requiring the submission of periodic contract performance progress reports or program status reports, the offeror will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars contracted to-date with such businesses, actual dollars expended to-date with such businesses and the total dollars planned to be contracted for with such businesses on this contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the contract does not require the submission of periodic progress reports, the offeror will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

47. FINAL ACTUAL INVOLVEMENT REPORT

The Contractor will submit, prior to completion or at completion of the contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. A suggested format is as follows:

FIRM NAME ADDRESS AND PHONE NUMBER	TYPE GOODS/ SERVICES	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals for Business Class		_____	_____	_____

48. CONTRACTOR'S REPORT OF SALES

The Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April though June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment, as delineated in paragraph entitled "Industrial Funding Adjustment". The Contractor shall provide this report in hard copy to the Controller, DIT, and a copy of the report to the Contracts Manager, DIT, both within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser. The report is required to be hard copy. DIT may at a later time, agree to an electronic version of the report, however, in lieu of any express agreement by both parties as to the electronic format, the Commonwealth will only accept a hardcopy version. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition through out the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Commonwealth accepts the Products or 3) other as defined by the Contractor.

49. INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay DIT, an Industrial Funding Adjustment (IFA). The Contractor must remit the IFA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in the paragraph herein entitled "Contractor's Report of Sales". The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DIT that validates agreement, then the payment shall be made by check as described herein made payable to the Controller, DIT.

If the full amount of the IFA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

50. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

    All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

    Vendors are strongly encouraged to register prior to submitting a bid or offer. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

    a. eVA Basic Vendor Registration Service: $25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

b. eVA Premium Vendor Registration Service: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

eVA BUSINESS-TO-GOVERNMENT CONTRACTS: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

CONTRACTOR		COMMONWEALTH OF VIRGINIA	
BY:	Brian L Bark	BY:	
NAME:	Brian L. Bark	NAME:	Jeff Davis
TITLE:	Vice-President	TITLE:	Contracts Manager
DATE:	March 18, 2002	DATE:	

ATTACHMENT "C"

WORK ORDER

REFERENCE: Basic Ordering Agreement (BOA) between (see block #9 of IFB 2002-014R) hereinafter referred to as "Contractor", and the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", or "DIT" (Department of Information Technology) and the Contractor's response to IFB 2002-014R are incorporated herein by reference as integral parts of this Work Order.

DATE OF ISSUANCE: See block #13 of IFB 2002-014R

OBJECTIVE: To provide Authorized Users with qualified project management and consulting services in connection with the Virginia Wireless E-911 Services Board and the DTP Public Safety Communications Division.

STATEMENT OF WORK: The Contractor shall provide qualified personnel, as identified by the above referenced IFB 2002-014R to fill the positions of:

AS IDENTIFIED IN IFB 2002-014R

Expertise of Contractor's personnel shall be required in the disciplines listed in IFB 2002-014R

TYPE OF AGREEMENT: This Work Order is issued under the Time and Materials or Fixed Price provisions of the Basic Ordering Agreement referenced above.

ORDER OF PRECEDENCE: Any conflict between the Basic Ordering Agreement (BOA), Work Order, and IFB 2002-014R will be resolved in the following order of precedence:

1st: The Work Order (ATTACHMENT "C");

2nd: IFB 2002-014R

3rd: Basic Ordering Agreement,

4th: Related Orders issued hereunder.

AUTHORIZED USER POINTS OF CONTACTS	The individuals listed below are the Authorized User Points of Contact for requesting Contractor Services and coordinating Contractor work assignments

___See Block #7, Form 62____

PROCEDURE FOR ORDERS: The Authorized User shall be provided a written or telephonic request setting forth the tasks and/or required skills of the position(s). The Contractor, upon receipt of the request, shall Provide Authorized User with the resumes of Contractor's qualified and available personnel within seventy-two (72) hours from the date of the request. Authorized User shall review the qualifications of the individuals presented. Authorized User shall have the option to conduct personal interviews with the candidates presented by the Contractor. If Authorized User, in its sole discretion, determines that the individual(s) reviewed is/are acceptable, Authorized User shall either issue a Purchase Order or request the DIT Contracts Manager to issue a Task Order, hereinafter referred to as "Orders", for the specific individuals requested. Authorized User reserves the right to refuse any or all individuals presented by the Contractor.

Upon receipt of an Order, the Contractor shall have five (5) working days to countersign the Order and return it to Authorized User or the DIT Contracts Manager and cause the named individual to report to work on the date specified in the Order.

CONTRACTOR'S PERSONNEL ARE NOT AUTHORIZED TO COMMENCE WORK ON ANY ORDER ISSUED UNDER THIS CONTRACT, UNTIL THE CONTRACTOR HAS COUNTERSIGNED THE ORDER AND RETURNED IT TO ISSUING OFFICE. AND WORK PERFORMED BY THE CONTRACTOR PRIOR TO THE DATE MAY NOT BE BILLED AND/OR ACCEPTED BY AUTHORIZED USER'S FISCAL OFFICER.

In the event the specified individual fails to report at the time/date specified in the Order, the Contractor shall be considered to have breached the Work Order and the State may take such actions as are set forth in item entitled "BREACH" of Article V, Mandatory Terms and Conditions, of the BOA.

The use of subcontractor personnel is authorized as identified herein, IFB 2002-014R.

In the event none of the personnel submitted by Contractor are deemed, at Authorized User's sole discretion, to be fully qualified by Authorized User, then Authorized User may obtain the required services from other sources in compliance with the Virginia Public Procurement Act.

PAYMENT OF INVOICES: All invoices shall be submitted in accordance with Article IV of the BOA. The Contractor will provide DTP on behalf of the Authorized User with an itemized invoice setting forth the specific tasks on which work was accomplished, the number of fully burdened hours expended, and the individual's name and rate against which the invoice is submitted. Fractions of fully burdened hours worked shall be pro-rated at that individual's hourly rate. Upon execution by both parties of a mutually agreed to Order, invoices may be submitted on a monthly basis, in arrears, for work expended and shall be approved by Authorized User's Project Officer and Authorized User's Fiscal Officer prior to payment.

AUTHORIZED USER RESERVES THE RIGHT TO REFUSE PAYMENT FOR HOURS EXPENDED THAT WERE NOT FULLY BURDENED AND FOR HOURS EXPENDED ON WORK WHICH IS SUBSEQUENTLY DETERMINED BY AUTHORIZED USER TO BE UNACCEPTABLE.

In the event Contractor's personnel are required by Authorized User to travel away from Authorized User's central facility to perform related tasks, Authorized User shall reimburse Contractor for actual out-of-pocket expenses which are reasonable and judicious in accordance with the latest published version of Department of Accounts' Lodging guidelines. Such reimbursement shall not exceed the rates set forth below:

Contractor Furnished Transportation.$.27 per mile

Meals and Lodging.....$136.00 per day
Authorized User shall not incur additional costs under any circumstances whatsoever.

STATE'S RIGHT TO COMPUTER SOFTWARE AND DOCUMENTATION:

The Commonwealth of Virginia shall have unlimited rights (Title) to specific software, including source code, and all documentation developed or generated under this Contract. Unlimited rights shall mean the right to use in whole or in part, in any manner or for any purpose whatsoever, and to have or permit others to do so.

REPORTING: Contractor shall provide a monthly report to the Authorized User's Project Officer and to DPT with other billing information setting forth the total number of hours invoiced each month and the total dollar value of services provided. This report shall be provided as of the end of each calendar month and shall be cumulative. Additionally, a copy of this report shall be provided at the same time to the DIT Contracts Manager, 110 S. 7th Street, Richmond Plaza Building (Lobby Floor), Richmond, VA 23219. The State shall not incur any costs for the preparation of or the providing of such reports.

HOURS OF OPERATION: Normal hours of operation will be from 8 a.m. to 5 p.m., Monday through Friday (State holidays excluded); however, Contractor's personnel may be required to work additional hours and weekends when required to meet Authorized User project related requirements and/or suspense dates. When additional hours are required Authorized User's Project Officer will provide sufficient advance notice for proper planning. In no event shall the billing rate for hours expended outside the normal hours of operation exceed the hourly rate set forth in this Work Order.

RESOURCE COMMITMENT: Contractor shall specifically commit, and shall make available at the date(s) specified, the NAMED individual(s) identified in each Order.

TERMINATION: The Contractor agrees not to remove any personnel assigned under an Order without the approval of the Authorized User Project Officer.

In the event the individual(s) assigned to a task become unavailable, either through reemployment or sickness, or unable to perform at an acceptable level, the Contractor agrees to provide a qualified replacement. If the replacement offered is unacceptable to Authorized User, the Order may be terminated, or at the sole option of Authorized User, allotted to other individuals under a new or existing Order. Replacement personnel may also be acquired from a third party Contractor.

Should any Contractor's personnel be removed due to sickness, reemployment, or for nonperformance of assigned tasks, the replacement will perform his/her duties for a period of ten (10) working days at no cost to Authorized User. This period of time is provided for the individual to become familiar with Authorized User's program(s) and his/her relationship to the Overall system.

BILLING The billing rates listed in the Schedule of IFB 2002-014R are approved for the positions listed below:

AS DELINEATED IN IFB 2002-014R

PRICE INCREASES: Contractor will provide services as defined in this Contract for a period not to exceed five (5) years. Such services shall be provided in accordance with the Contractor's price set forth in the Schedule, for a period of two (2) years. Increases for additional periods shall, be at the sole discretion of the Commonwealth, and if accepted, be effective on each anniversary date for each succeeding year. All price increases will be governed by Employment Cost Index of the US Bureau of Labor Statistics for the latest twelve months for which statistics are available, as denoted in the latest news release of the National Compensation Survey Employment Cost Trends (ECT) section, Table 3, entitled "Employment Cost Index for total compensation for private

industry workers, by industry and occupational group," under "Occupational group," in the category "Administrative Support, including clerical." Increases shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's at their website http://stats.bls.gov/news.release/eci.t03.htm, or by telephone at 202-691-5200. If prices for the services remain the same or decrease for succeeding years, the State shall be afforded the opportunity to renew the services at the lowest available price available to any other Authorized User.

TERM: This Work Order will automatically terminate two years after award. However, the Commonwealth at its sole option, reserves the right to extend this Work Order for three additional one year periods. The Contractor will be given thirty days advance written notice of the Commonwealth's requirement to extend this Work Order.

THE CONTRACTOR AND THE COMMONWEALTH BY THEIR EXECUTION OF THIS AGREEMENT ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS WORK ORDER, IFB 2002-014R.

ATTACHMENT "D"
TO
IFB 2002-014R

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Brian L. Bark

Printed Name: Brian L. Bark

Organization: L. Robert Kimball & Associates, Inc.

Date: March 18, 2002

ATTACHMENT "E"

SAMPLE TASK ORDER

TASK ORDER #01-___

APR # _____ DATE _____, 200_

CONTRACTOR	USING AGENCY
_____	_____
_____	_____
_____	_____

PERSONNEL NAME	HOURLY T&M RATE	CATEGORY	REPORTING RATE_	DATE___	APPROXIMATE COMPLETION DATE

PROGRAM IDENTIFICATION	PROJECT OFFICER	TOTAL NOT TO EXCEED COST TASK ORDER #___

Name:
Phone:

By signing and returning this order the Contractor agrees that the terms and conditions of the Basic Ordering Agreement (BOA) between Contractor and the Commonwealth of Virginia dated _____, 200_ and Work Order VA-00XXXX-____ apply to this tasking.

CONTRACTOR	AUTHORIZED USER
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

L. Robert Kimball & Associates
437 Grant Street, Frick Building, Suite 1102, Pittsburgh, PA 15219 Phone: 412/201-4900 Fax: 412/201-2339
www.lrkimball.com E-Mail: pitrgn@lrkimball.com

March 18, 2002

Department of Information Technology
Acquisition Services Division
110 South 7th Street, Lobby Floor
Richmond VA 23219-9300

ATTENTION: Bid Section

Re: Proposal for Wireless 9-1-1 Phase I and Phase II
Project Management Services
IFB Number 2002-014 R

L. Robert Kimball & Associates, Inc., is pleased to submit one original and one copy of our proposal for the above-mentioned project.

If you have any questions regarding the information submitted, please contact me. We look forward to hearing from you and presenting our qualifications regarding this proposal.

Sincerely,

Brian L. Bark, ENP
Vice-President, Business Development
Telecommunications and Technology

Encl

TABLE OF CONTENTS

A. STATEMENT OF QUALIFICATIONS **1**

COMPANY PROFILE **1**
TELECOMMUNICATIONS AND TECHNOLOGY SERVICES **3**
Technology Planning and Development *3*
Automated Systems *3*
Wireless Communications *4*
Public Safety/9-1-1 Consulting *4*
Inside Plant Planning and Design *5*
LAN/WAN Planning and Design *5*
Information Security *6*

B. BIDDER'S RESPONSE **7**

11. Company Information *7*
12. Business Relationships *7*
13. Current References *8*
14. Bidder's Qualifications *9*
14.A Brief Description of Experience 9
14.B Relevant Documentation 29
14.C Similar Projects 40
15. Typical Tasks 44
17. U.S. Citizenship 46

C. ATTACHMENTS **47**

A. Statement of Qualifications

Company Profile

Our clients benefit by having access to a team of diverse talent and effective quality control, resulting in more timely, cost efficient solutions.

L. Robert Kimball & Associates began as a one-man firm over 49 years ago. Its goal: quality service in the field of civil engineering. Today, it has grown to over 500 employees in 11 offices across the Eastern U.S., and is a full-service organization providing Mapping, Telecommunications and Technology Consulting and Engineering, Architecture, Engineering and Environmental Science services. It has managed over 200,000 projects across the country, ranging from $1000 to $300 million. Kimball is universally recognized as a leader in the fields it serves.

Kimball is currently ranked 200 among the top 500 architect-engineer firms nation-wide by Engineering News Record magazine and ranked 215 among the top 300 architectural firms worldwide by 2002 Architecture World magazine. Kimball's staff includes architects, engineers, environ-mental scientists, GIS specialists, land surveyors, telecommunication specialists, public safety specialists, mappers and planners who maintain hundreds of professional registrations/certifications with federal agencies in 35 states, including Pennsylvania. Our professional staff members maintain a working knowledge of standards of performance and technology advancements through training and continuing education programs. They also regularly attend vendor-sponsored workshops and technology trade shows to stay abreast of new technology and trends in their fields. Kimball maintains both corporate and individual memberships in a broad spectrum of technical and professional associations.

Unlike many firms, Kimball has a permanent staff of professionals who are experienced in virtually every aspect of consulting, design, implementation and construction administration. This makes it a full-service firm with seamless capabilities. Our clients benefit by having access to a team of diverse talent and effective quality control, resulting in more timely, cost efficient solutions.

Quality has always been Kimball's highest priority. To achieve this commitment, we have implemented a Total Quality Management (TQM) program. Our TQM program involves each staff member in making an impact on the quality of our service. Each employee participates in regular quality improvement meetings that address all issues affecting our client's projects and in-house operations. Quality

Improvement Committees (QIC) are sponsored by each technical department and support group throughout the organization.

With TQM, we exceed our clients' requirements. From beginning to end, Kimball follows well-established, closely monitored quality controls and effective project management guidelines. We believe that whatever was done well yesterday can be done better tomorrow.

Kimball recognizes the need for comprehensive administrative management that addresses key elements such as technology, quality, and scheduling.

Kimball recognizes the need for comprehensive administrative management that addresses key elements such as technology, quality, and scheduling. We address this challenge by assigning a full-time project manager whose responsibilities include establishing a relationship with the client - a relationship in which the client can address any idea or concern with a simple telephone call. Kimball understands that at the center of all successful projects is clear, concise communication.

At Kimball, our philosophy of maintaining and encouraging a team of goal-oriented professionals has been the hallmark of our success. Because we are committed to delivering what we promise to our clients, our staff knows that we must do whatever it takes to complete a project successfully. That commitment means we must be flexible, responsive and fully understand the needs of our clients.

Telecommunications and Technology Services

Technology Planning and Development

As a full-service technology engineering and consulting firm with a track record, we are capable of providing our clients with expertise in virtually every aspect of communication system planning, implementation and operation. Kimball carefully researches our clients' needs and resources and determines the best possible solution to fulfill those needs.

Our services include, but are not limited to:

- Implementation Planning and Project Management
- Administrative and Operational Policy Development
- Feasibility Studies and Needs Assessments
- Technical Specification Development
- Training Services
- Public Safety Answering Point (PSAP) Design
- Geographic Information Systems (GIS)
- Wireless Phase I and Phase II Compliance
- Rural Addressing
- MSAG Development and Maintenance
- ALI Record Reconciliation
- Quality Assurance and Performance Improvement Programs
- Automated Systems Design and Integration
- Cyber Security
- Emergency Planning
- Disaster Preparedness
- Grant Writing

Automated Systems

Public safety is increasingly reliant upon a variety of automated systems. At Kimball, we recognize the importance of properly integrating automated systems into an operation. We design systems that support and service public safety operations.

These systems include, but are not limited to:

- Intelligent Transportation Systems (ITS)
- Computer Assisted Dispatch (CAD)
- Automatic Vehicle Location System (AVL)
- Telephone Call Processing Equipment (CPE)
- Records Management
- Mobile Data Systems
- Complete Voice and Data Network Design and Integration
- Conventional and Trunked Radio Systems
- Wireless Automated Location Identification (WALI)
- Local and Wide Area Networking Design (LAN/WAN)
- Mobile Data Terminal (MDT) Applications
- Geographic Information System Applications
- Wireless Facility Management Programs

Wireless Communications

The public safety environment places many stresses and demands upon radio communication. At Kimball we design systems for functionality and performance, systems that optimize user capabilities.

Radio services include, but are not limited to:

- Microwave and RF Control Link Design and Specification
- Conventional Radio Design and Implementation
- Single and Multi-Site Trunked Radio System Design and Specification
- System Needs Analysis and Implementation Planning
- Radio Propagation Analysis
- Site Development
- Project Management Services
- Wireless LAN/WAN
- Wireless Data System Designs
- Wireless Telemedicine

Kimball is independent of any hardware or system vendor. Our staff provides an unbiased expert assessment of system requirements and supports the development of a system expressly tailored to meet our clients' needs.

Public Safety/9-1-1 Consulting

As a full-service telecommunications engineering and consulting firm with an extensive track record, we are capable of providing our clients with expertise in virtually every aspect of emergency communication system planning, implementation and operation. Kimball carefully researches our clients' needs and resources and determines the best possible solution to fulfill those needs.

Our services include, but are not limited to:

- 9-1-1 Plan Development and Revisions
- Implementation Planning and Project Management
- Administrative and Operational Policy Development
- Wireless Phase I and Phase II Implementation
- Feasibility Assessments
- Technical Specification Development
- Personnel Selection and Development
- Consolidation Studies & Planning
- PSAP Facility Architectural and Engineering Service
- Training Services
- Mapping and Geographic Information Systems
- Rural Addressing
- MSAG Development and Maintenance
- ALI Record Reconciliation
- Quality Assurance and Performance Improvement Programs
- Emergency Planning
- Disaster Recovery

Inside Plant Planning and Design

As a full-service Architecture, telecommunications and technology consulting firm with an extensive track record we are capable of providing our clients with state of the art building communications system design. Whether you are planning a new facility, renovation or infrastructure upgrade, Kimball is prepared to assist you with a staff of engineers and planners that are experienced in Inside Plant design.

These services include, but are not limited to:

- Wiring Closet Design
- Cable Trays and Conduit
- Patch Panel and Cable Management Systems
- Cat 5, Cat 7 and fiber optic design
- CATV and Satellite TV
- Internet and Public Access Systems
- PBX, Centrex and Key Telephone Systems
- Voice Processing/Voice Mail/Automated Attendant Systems
- Video Conferencing
- Call Center Design
- Data Center Design
- Intercom/Public Address System
- LAN/WAN/Campus/Enterprise Network Design
- Multi Media and Conference Space

LAN/WAN Planning and Design

Kimball specializes in providing solutions for maximizing user capabilities on local and wide area networks. As information and data transport requirements continually increase, existing networks become overloaded and now networks are often undersized. Kimball accomplished this by thoroughly evaluating user requirements and future systems loading. Solutions are developed that address long-term requirements in a cost-effective manner.

These services include, but are not limited to:

- Optimize Hardware Configuration
- Needs Analysis
- Network Designs
- Ethernet Evaluation and Design
- Cyber Security
- Network Installation Management
- Network Administration
- Control System Administration
- Recommend New Technologies
- Standard Operating Procedure
- Document Hardware and Application Configuration
- Recommend/Develop Training
- Integration with CAD, RMS, AVL, ITS, etc.

Information Security

Our customers are increasingly reliant upon inter-networked information systems, and they may unknowingly permit unauthorized connection to external devices or individuals. At Kimball, we recognize the importance of properly securing your systems against threat agents who wish to gain access to your network and exploit you for their own purposes. Our information security experts work closely with our customers to assure the confidentiality, integrity and availability of data passing through or residing on their networks.

Kimball's comprehensive program managed by Certified Information Systems Security Professionals (CISSP) includes, but is not limited to:

- Business and network security risk assessments
- Network vulnerability testing programs
- Security risk mitigation and deployment strategy development projects
- Security policy development or reviews
- Secure infrastructure design
  - Public Key Infrastructure (PKI)
  - Virtual Private Network (VPN)
  - Intrusion Detection Systems (IDS)
  - Impartial product analysis
  - Firewall policies
  - Router rules
  - User authentication systems or devices
  - Telephony, PBX, and Call Center
  - Cable systems
- Contingency planning
- Health Information Portability and Accountability Act (HIPAA) compliance consulting
- e-Commerce consulting
- System and Network Administrator process reviews
- Security awareness training programs – entry to executive levels
- Security team assessment and development programs
- Pre and post merger/consolidation/acquisition benchmarking projects

B. Bidder's Response

11. Company Information

The Company name is L. Robert Kimball & Associates, Inc., with corporate headquarters located at 615 West Highland Avenue, Ebensburg, Pennsylvania, 15931. The division of the Company responding to this solicitation is the Telecommunications and Technology Division, located at 437 Grant Street, Suite 1102, Pittsburgh, Pennsylvania, 15219, with the contact person for this proposal being Brian L. Bark, Vice-President. Mr. Bark's telephone number is 412-201-4900, fax number 412-201-2339, e-mail address **barkbr@lrkimball.com**, and the Company website is **www.lrkimball.com**.

Kimball does not intend to utilize sub-contractors on this project. Kimball is able to provide telecommunications consulting, engineering, GIS and mapping services with existing staff. We are also able to call upon architectural and engineering support for building and facility-related issues from a team within Kimball that designs public safety communications facilities.

Kimball has experience in the government sector by providing services since 1953. With five (5) divisions working together, (Telecommunications and Technology, Architecture and Engineering, Mapping, Civil and Environmental, and Transportation), to serve our clients' needs, we are able to deliver solutions in an independent and seamless fashion. Kimball has been providing 9-1-1 related services since 1991 with every division except Transportation participating in delivery of these services. Our expertise with public safety communications is matched only by our desire to serve as our clients' advocate to provide them with optimal solutions for delivery of service to the public and emergency providers.

12. Business Relationships

L. Robert Kimball & Associates, Inc., offers services to the Commonwealth of Virginia as a fully independent service provider. Kimball has no affiliation with, or ownership of, any equipment or product designer or manufacturer. Kimball has no affiliation with any wireline or wireless service provider or application supplier. Kimball provides consulting and engineering services to our clients in a fully independent manner. In this way, we serve our clients as their advocate and are best positioned to look out for the client interests rather than another system or service provider.

13. Current References

State of Pennsylvania IIMS Project

L. Robert Kimball & Associates, Inc., is providing services for the Pennsylvania State Police Integrated Information Management Systems Project. The program is designed to advance sharing and housing of law enforcement data for the State. As part of the improvements, the State is consolidating Telecommunications and Technology functions in five geographically strategic locations. The Kimball team is providing Telecommunications, Architectural and Engineering services as part of the Lockheed Martin system design team.

Contact: Sgt. Warren VanBuskirk 717-561-6238

State of Maine

The State of Maine selected L. Robert Kimball & Associates, Inc., as their full service 9-1-1 consulting firm. The State has implemented Enhanced 9-1-1 over the past three years and has 48 PSAPs. The project includes providing counsel for FCC Phase I and II wireless 9-1-1 issues, wireless carrier oversight, wireline carrier oversight, CPE acceptance testing, quality control, training program development and coordination, and initiating legislative solutions. A primary role for Kimball in this project is to provide coordination and oversight of wireline and wireless carriers.

Contact: Al Gervenack, E9-1-1 Director 207-877-8052

District of Columbia

L. Robert Kimball & Associates, Inc., project manages all wireless and wireline 9-1-1 service for the office of the Chief Technology Officer in the District of Columbia. Kimball performed all cutover planning for a PSAP collocation of police, fire and EMS communications. Kimball is performing project management and cutover planning services for the new Unified Communications Center scheduled to open in 2003.

Contact: Peter Roy 202-727-6030

14. Bidder's Qualifications

14.A Brief Description of Experience

Kimball has been providing engineering services since 1953. Since 1991, Kimball has directly served the Enhanced 9-1-1 community by offering services ranging from 9-1-1 base mapping and addressing to 9-1-1 consulting, radio engineering, GIS development/integration, Computer Aided Dispatch (CAD)/Records Management (RMS)/Mobile Data (MDT, MCT)/Customer Premise Equipment (CPE) design and integration as well as PSAP Architecture and Information Security services. Kimball offers Enhanced 9-1-1 Services in a manner that focuses upon PSAP beneficial solutions rather than vendor driven solutions. This simply means that solutions are designed to fit PSAP requirements rather than accommodating vendor and product limitations. We have found this is the best method to meet PSAP delivery of service goals and ultimately satisfy the client.

The Kimball Staff assigned to this project are familiar with Public Safety Communications issues including technology, operations and management. Kimball believes that none of these are isolated from one another in the successful execution of any project. As seen with the resumes that follow, Kimball has four (4) Emergency Number Professionals (ENPs) and anticipates more than doubling that total by the end of this year. The ENP certification reflects a breadth of knowledge in the 9-1-1 discipline that we believe is invaluable in serving our clients.

At Kimball we have assembled a Project Team that centers around our Project Management staff. Each of our Project Managers has experience in managing a PSAP and is highly attentive to secondary issues that may not seem relevant to an individual with less experience. The Project Manager will serve as a single point of contact for the Region and assign the appropriate team members for each locality/region as needed.

Support for the Project Managers is provided by other Telecommunications Professionals including Professional Engineers, (PE), Telecommunications Specialists, Data Analysts, GIS Specialists and 9-1-1 Specialists. We are also able to draw upon Architects, Mechanical and Electrical Engineers with extensive experience in PSAP design and related issues such ergonomics, security, space programming, telecommunications infrastructure, acoustics, lighting and even workstation design.

While this project is focused upon Wireless 9-1-1 Phase I and II, we anticipate each locality to have unique systems, facilities, mapping, operations and service provider issues. Any one or combination of several issues will serve as barriers to success if resources are not available to resolve the matter. Kimball is committed to providing any member of the team to serve the locality in a manner that maximizes the opportunity for achieving the desired goal. In addition, Kimball has a wealth of talent in areas such as PSAP architecture, telecommunications, mechanical and electrical engineering, and mapping to assist with elements of the project that may fall outside the identified tasks in Section 15 of the solicitation. Resumes can be provided upon request.

The Kimball team will be led with a master Project Manager to provide oversight and continuity with the Commonwealth's goals. Each region will be assigned a Project Manager who will manage and coordinate issues within the region. The Kimball Project Manager will meet with each locality that selects Kimball

to provide the Project Management services. Based upon the requirements of the locality and region, the Project Manager will assign the appropriate Kimball staff to assist the client.

Kimball is poised to provide similar services to the Commonwealth's Department of Technology Planning. We look forward to being available to address questions related to the program and our qualifications. Kimball is eager to provide our services and demonstrate the value we bring to this critical endeavor.

Following is data that is relevant to Kimball's abilities and experience with a project of this type:

Number of years providing 9-1-1 services:	11
Experience and Qualifications of staff:	See resumes below
Number of staff dedicated to these services:	37
Names and number of staff to be assigned:	Project Management
	R. Kevin Murray, ENP
	Brian Bark, ENP
	Mark Martorano
	W. Brad Magill, ENP
	Elwood Williams, Jr., ENP
	Michael Fischel
	Joseph Gallelli
	Joel McCamley
	Thomas Rowe
	Telecommunications Specialists
	David McCobin, PE
	Terry Johnston
	Leonard Kowalski
	Michael Harper
	Brian Jones
	GIS Specialists
	Josh Clemente
	Jason Longenecker
	Data Analyst
	Michael Gustine
	9-1-1 Specialist
	Shirley Bark

Resumes

R. Kevin Murray, ENP

Senior Vice-President, Division Manager

Mr. Murray was responsible for the formation of the Kimball Telecommunications and Technology Division and is currently responsible for management and leadership of the Division. Included in his responsibilities are project reviews, quality assurance evaluations, project management and technical assistance for the design, operation and implementation of telecommunications, public safety access and public alert/notifications systems. Mr. Murray's education and experience have equipped him with the necessary skills to assess, design and implement a broad range of telecommunications and Enhanced 9-1-1 projects. These projects have included system planning and design for Enhanced 9-1-1 systems, conventional and Trunked radio systems, fiber optic networks, emergency communication centers, digital and analog microwave systems, as well as other telephone voice and data systems. Mr. Murray has led the development and implementation of numerous local and regional voice and data networks. He led the preparation of needs analyses and oversaw the design and preparation of technical specifications. In his traditional client advocate role, he represents clients in procurement, selection, contract negotiation and project management through acceptance and operation commissioning.

Project Experience

- Orleans Parish Communication District, Telecommunications Principal, New Orleans, LA
  - Facility Planning and Programming
- Washington, DC
  - DC Cable Net Planning, Design and Implementation
  - 9-1-1 Telecommunications Consulting
  - Private Switch ALI
  - Legislative Initiatives
  - Wireless Voice and Data Network
- Allegheny County, PA
  - 9-1-1 Network Design Implementation and Consulting
  - Private Switch ALI
  - Wide area Network Design
- City of Philadelphia, PA
  - 9-1-1 Consulting
  - Legislative Initiatives
- Lee County, FL
  - LAN/WAN SONNET Network Design and Implementation
  - 9-1-1 Consulting
  - Acceptance Testing
- Northampton County, 9-1-1 Planning, Design and Implementation, Northampton County, PA
- Georgetown County, Radio Communication Planning, Design and Implementation, Georgetown SC.
- Lackawanna County, 9-1-1 Planning and Consulting, Scranton, PA
- Area Transportation Authority of North Central PA, ITS Planning and Design, Johnsonburg PA

Education

Associate, The Pennsylvania State University, 1979, Forestry

Certifications

Emergency Number Professional Certification

Affiliations

Associated Public Safety Communications Officials (APCO)
National Emergency Number Association (NENA)
Pennsylvania Chapter NENA, 9-1-1 Legislative Committee

Brian L. Bark, ENP
Vice-President, Business Development

Mr. Bark is a Vice-President in Kimball's Telecommunications and Technology Division. He is responsible for management of public safety/telecommunications projects, project reviews and quality assurance. Mr. Bark has over thirty years of experience in the public safety/telecommunications field. In addition, Mr. Bark has extensive experience in Public Safety management, including the development process for Enhanced 9-1-1 Master Street Address Guide, (MSAG), rural addressing programs and every aspect of planning, designing, and implementing large city and county-wide Enhanced 9-1-1 systems. Mr. Bark has recently been involved in the development and implementation of centralized Enhanced 9-1-1 emergency communications centers and has also developed and implemented training programs for communications division personnel.

Project Experience

- Orleans Parish Communication District, Operations Consulting, New Orleans, LA
- Allegheny County, 9-1-1 Consulting, Pittsburgh, PA
- Westmoreland County, PA
  - 9-1-1 Planning and Consulting
  - Radio System Design
- Mercer County, PA
  - 9-1-1 Consulting
  - Radio Needs Analysis
- Butler County, 9-1-1 Consulting and Planning, Butler County, PA
- Schuylkill County, Radio Needs Analysis, Schuylkill County, PA
- Steuben County, 9-1-1 Consulting, Steuben County, NY
- Mifflin County, PA
  - 9-1-1 Consulting
  - LAN/WAN Design
- City of Philadelphia, PA
  - 9-1-1 Planning and Consulting
  - Legislative Initiatives

Education

BS, Point Park College, 1996, Public Administration
Associate, Community College of Allegheny County, 1994, Business

Certifications

Emergency Number Professional Certification
Certified Emergency Management Coordinator

Affiliations

National Emegency Number Association (NENA)
Chair, Pennsylvania Chapter NENA 9-1-1 Legislative Committee
Past Chair, Western Pennsylvania 911 User Group
NENA President, Pennsylvania Chapter
NENA Education Advisory Board
Associated Public Safety Communications Officials (APCO)
Past Chair, APCO Pennsylvania 9-1-1 Ad Hoc Committee

Instructor

NENA, Introduction to 9-1-1 Technology
NENA, Managing the PSAP

Mark G. Martorano
Vice-President

Mr. Martorano's education and professional experience have equipped him with the technical skills and knowledge necessary to assess, design, and implement a wide range of telecommunications and technology-based projects. To date, these projects have included Enhanced 9-1-1, 800 radio, emergency communications center design, automated reporting, mainframe downsizing to mid-range and client server-based platforms, LAN/WAN datacenter operations, disaster recovery planning, asset management, network security, CAD design and implementation, and technology acquisition and deployment methodology.

Mr. Martorano has project and senior level management experience in voice, data, and radio communications systems, in the public safety, healthcare, and private sectors. He has provided technical engineering for CAD specifications and development on a nationwide basis. As Director of Management Information Systems for St. Louis County Police, he was instrumental in the design, specifications, and implementation of their award-winning CARE system that automated police reporting. In Pittsburgh, Mr. Martorano was in charge of the City's emergency communications for public safety, consolidating these services at a new facility, implementing CAD and 800 radio, and upgrading their 9-1-1 to an enhanced level. Mr. Martorano is currently responsible for project assessment and review, quality assurance evaluations, and project management. In these roles, he is available to provide technical assistance in the assessment, design, specifications, operations, training and implementation of telecommunications, public safety access and public alert/notifications systems.

Project Experience

- Orleans Parish Communication District, Project Manager, New Orleans, LA
- Livingston Parish Communication District, 9-1-1 Consolidation Planning Services, Denham Springs, LA
- Com-NET, Project Management Statewide Radio System, State of Florida
- Schuylkill County, Radio Needs Analysis, Schuylkill County, PA
- Mifflin County, PA
  - 9-1-1 Consulting
  - LAN/WAN Design
- Delaware County, PA
  - 9-1-1 Consulting
  - CAD Design
- Palm Beach County, Radio Design, Palm Beach County, FL
- Polk County, 9-1-1 Consulting, Polk County, FL
- Lee County, FL
  - LAN/WAN
  - GIS Design
- NORCOM, (UPMC), Hospital Radio Needs Analysis, Pittsburgh, PA
- Howard County, MD
  - Radio Consulting
  - System Integration

Education
BS, Marysville College, 1971, Political Science

Certifications
Training Certificate - Help Desk Institute

Affiliations
Association of Public Safety Communications Officials
National Emergency Number Association
American Managers Association

W. Brad Magill, ENP
Senior Project Manager

Mr. Magill is a Senior Project Manager for L. Robert Kimball & Associates' Telecommunications and Technology Division. Mr. Magill has over 29 years experience in the Public Safety/Telecommunications field. In addition, Mr. Magill has extensive experience in the development process for Enhanced 9-1-1 Master Street Address Guide, (MSAG), rural addressing programs, and all aspects of planning, designing and implementation of small and large county-wide Enhanced 9-1-1 systems. Mr. Magill's experience includes six years as Fire Code Enforcement Officer during which he was responsible for BOCA and NFPA Code Enforcement. He also has more than 25 years of firefighting and fire prevention experience.

Mr. Magill recently applied his leadership and organizational skills in the successful development and implementation of centralized Public Safety Answering Point, (PSAP), consolidation. That project included consolidation of 129 municipalities with a population of more than 1,300,000 into a regional county-wide Enhanced 9-1-1 system.

Project Experience

- Butler County, PA
  - Rural Addressing
  - Computer Assisted Dispatch (CAD)
  - Enhanced 9-1-1 Implementation
- Allegheny County, PA
  - Enhanced 9-1-1 and PSAP Consolidation
- Washington, DC, Telecommunications Consulting
- Mt. Lebanon 9-1-1 Center, Telecommunications Consulting, Mt. Lebanon, PA

Education

Associates, Community College of Allegheny County, 1980, Fire Science
BS, Geneva College, 1996, Human Resources Management

Certifications

Emergency Number Professional (ENP)
Emergency Telecommunications Instructor

Affiliations

Associated Public Safety Communications Officials (APCO)
Chair, APCO, Pennsylvania Chapter
National Emergency Number Association (NENA)
Chair, NENA Resource Committee
Vice-Chair, NENA, Western Pennsylvania Chapter

Elwood G. Williams Jr., ENP
Senior Project Manager/Operations Manager

Mr. Williams is a Senior Project Manager and Operations Manager for L. Robert Kimball & Associates Telecommunications and Technology Group. He is responsible for management of Public Safety/Telecommunications Projects, Project Review and Quality Assurance. Mr. Williams' extensive experience includes over thirty-five years experience in the Public Safety/Telecommunications environment. His education and experience have equipped him with the skills to manage significantly complex telecommunications projects. Mr. Williams has managed and contributed to a wide range of telecommunications projects including planning and implementation of telecommunications and Master Street Address Guide, (MSAG), systems.

Mr. Williams is currently responsible for managing a number of multi-disciplined projects of various sizes and scope. His project responsibilities include development of Standard Operating Procedures for a communications center and managing the resources of the design of a new 9-1-1 center and county-wide public safety communications system.

Project Experience

- Orleans Parish Communication District, Project Management Support, New Orleans, LA
- Northampton County, 9-1-1 Consulting, Northampton County, PA
- Berks County, Mobile Data Design, Berks County, PA
- Snyder County, 9-1-1 Consulting, Snyder County, PA
- Allegheny County, Pittsburgh, PA
  - 9-1-1 Planning and Consulting
  - Radio System Design
- Fort Lee, Inside Plant, Fort Lee, NJ
- Jefferson County, PA
  - Radio Needs Analysis
  - 9-1-1 Planning
- Armstrong County, 9-1-1 Consulting, Armstrong County, PA
- Lawrence County, LAN/WAN Design, Lawrence County, PA
- Beaver County, LAN/WAN Design, Beaver County, PA
- City of Erie, 9-1-1 Consulting, Erie, PA
- Steuben County, 9-1-1 Consulting, Steuben County, NY
- Washington, DC
  - LAN/WAN
  - Telecommunications Consulting
- Centre County, 9-1-1 Consulting and Planning, Centre County, PA
- Luzerne County, 9-1-1 Consulting and Planning, Luzerne County, PA
- Mifflin County, PA
  - 9-1-1 Consulting
  - LAN/WAN Design

Education
Associate, The Pennsylvania State University, 1977, Law Enforcement

Certifications
Emergency Number Professional Certification

Affiliations
Association of Public Safety Communications Officials (APCO)
National Emergency Number Association (NENA)
International Police Chiefs Association
Pennsylvania Chief of Police Association

Michael B. Fischel
Senior Project Manager

Mr. Fischel has over 30 years experience in public safety communications operations, information technology project management, and law enforcement/criminal justice research and analysis. He has recently retired after serving as the Public Safety Communications Center Director in Fairfax County, Virginia. The Fairfax County PSCC is a combined/consolidated police, fire, and EMS PSAP/dispatch center serving a resident population of nearly 1,000,000 in the Washington D.C. metropolitan area and is the largest PSAP/Dispatch center in Virginia. During his tenure as Director, in addition to directing all activities of the PSCC, Mr. Fischel also managed over $75 million of complex information technology projects supporting public safety communications including 9-1-1 wireline and wireless telephone/ACD, voice radio, mobile data, mapping, and computer aided dispatch (CAD.)

Prior to his service as PSCC Director, Mr. Fischel served eight years as the Fairfax County Police Department's Director of Planning and Research conducting analyses, planning, and coordinating information technology activities for the police agency. He has extensive experience in communications center management, staffing, organization, performance, technology, and in managing the funding, planning, and implementation of technology for processing wireless 9-1-1 calls in communication centers. Recent consulting project involve technology needs assessments, organizational studies and wireless 9-1-1 operational and legislative issues.

Consulting Experience

- New York City
  - Computer Aided Dispatch
  - Consolidation and Facility Design
- City of Philadelphia, Legislative Initiatives, Philadelphia, PA
- District of Columbia, Legislative Initiatives, Washington, DC
- Cumberland County, Maine
  - Consolidation, Facility Design, Technology Planning
- Onondaga County, Technology Needs Assessment, Syracuse, NY
- York County, 9-1-1/Technology Consulting Services, York, PA

Education

BA., Villanova University, 1967, Political Science
MPA, The Pennsylvania State University, 1971, Public Administration

Affiliations

National Emergency Number Association (NENA)
Association of Public Safety Communications Officers (APCO)
Leadership Fairfax

Publications

Consolidating Public Safety Communication Services
Staffing 9-1-1 Centers
Facing Reality - Proper Staffing of 9-1-1 Can Help Prevent Woes

Honors

Meritorious Service Award, Fairfax County Police Department
Governor's Commendation, Commonwealth of Pennsylvania
Bronze Star
Vietnamese Cross of Gallantry
Presidential Unit Citation
Navy Unit Citation Medal
Combat Action Medal

Joseph W. Gallelli
Senior Project Manager

Mr. Gallelli is a Senior Project Manager in the Kimball Telecommunications and Technology Division. His background in Public Safety Communications and Technology includes his tenure as Director of Communications for the New York State Police, wide area public safety and commercial wireless network planning and implementation, wireless data networks, FCC regulatory issues and advancing the cutting edge technologies for serving Public Safety Users. With more than thirty-five years in the Telecommunications field, Mr. Gallelli understands and has extensive experience with solutions that encompass engineering, regulatory and operational issues. Mr. Gallelli has recently been leading efforts to upgrade Public Safety Radio Communications by advancing technology solutions that benefit users and improve delivery of critical Public Safety Services.

Project Experience

- Orleans Parish Communication District, Telecommunications Specialist, New Orleans, LA
- Livingston Parish Communication District, 9-1-1 Consolidation Planning, Denham Springs, LA
- Lake Sumter EMS, Needs Analysis, Mount Dora, FL
- Seminole County, FCC Phase I and II Needs Analysis, Sanford, FL
- Manatee County, 9-1-1 Staffing Analysis, Bradenton, FL

Education

Russell Sage College, 1972, Police Science
University of Connecticut, 1964, Electrical Engineering
Westchester Community College, 1962, A.A.S., Electrical/Electronics

Affiliations

Association of Public Safety Communications Officials, (APCO), past National President
APCO Commercial Advisory Committee, Chairman
National Emergency Number Association (NENA)
Fellow of the Radio Club of America
Land Mobile Communications Council
Public Safety Communications Council, Chairman
IACP Technology and Telecommunications Subcommittee
Public Safety Wireless Advisory Committee
Telecommunications Industry Association, Chair and Participant in several formulating subcommittees

Certifications

FCC General Radio/Telephone Certificate

Joel V. McCamley
Project Manager/Computer Specialist

Mr. McCamley brings over 11 years of professional experience as a programmer and data analyst/manager. Mr. McCamley's previous positions include data manager, systems administrator, lead programmer analyst, senior applications programmer analyst, and senior systems analyst. Mr. McCamley has provided system administration expertise for a Windows NT network, troubleshooting and correcting hardware and software problems. He has designed, developed and implemented Windows based database applications for a large university and served as the leader of a group of programmers in support of database applications written in MS Access and VBA. Mr. McCamley provided network administration and maintenance of Novell NetWare LANs. He led multiple upgrades of an image processing system using Kodak remote imaging technology across LAN and WAN node sites. He also led design, analysis, installation and system testing of database enhancement projects. In addition to his hands-on project work, Mr. McCamley has served as University Wide PC Trainer, School District Computer Class Instructor and developed computer training classes in the military.

Project Experience

- CERMUSA, St. Francis College, Loretto, PA
  - Wireless LAN Design
  - Radio Tower Site Development and Construction
  - Radio System Design
- Washington, DC
  - Municipal Area Network (MAN) Design and Planning
  - Wireless Data Technology Strategic Assessment
  - Radio Equipment Inventory, System Design and Install
  - Managed Underground Fiber Optic Routing Survey
  - GIS Design
  - CAD System Testing
- Allegheny County, PA
  - 9-1-1 Consulting
  - On Site ALI Database
  - Private Switch ALI
  - Acceptance Testing
- Lee County, FL
  - LAN/WAN
  - GIS Design
  - Acceptance Testing
- Howard County, MD
  - Radio Consulting
  - System Integration
  - MCTs

Education
BS, The Pennsylvania State University, 1990, Management Information Systems

Associations
National Emergency Number Association (NENA)
NENA Data Technical Committee

Thomas D. Rowe
Project Manager

Mr. Rowe offers years of diverse experience as a 9-1-1 Director, extensive background in telecommunications, project management, training development and management of associates. He has over 14 years experience in the public safety field, starting as a telecommunicator in the largest communications center in Northumberland County, PA. When the County implemented a county-wide 9-1-1 System, Mr. Rowe became the 9-1-1 Coordinator and managed the approximately $1.1 million budget. He was responsible for the daily management of the center staff, purchasing of new equipment, maintenance of existing equipment, 9-1-1 addressing of all areas of the County, public education and safety issues. Mr. Rowe managed the consolidation and implementation of three communications centers in Northumberland County into a single 9-1-1 communications center. He spearheaded the APCO Project 38 in the State of Pennsylvania in conjunction with National APCO as a means of progressing wireless 9-1-1 technology throughout the United States. APCO Project 38 is serving as the catalyst to provide location technology from wireless 9-1-1 calls to Public Safety Answering Points.

Project Experience

- Kanawha County Metro 9-1-1 Project, Charleston, WV
- District of Columbia, Washington, DC
  - Telecommunications Consulting
  - Legislative Initiatives
- City of Philadelphia, Legislative Initiatives, Philadelphia, PA
- Westmoreland County, Greensburg, PA
  - 9-1-1 Planning and Consulting
  - 800 MHz Radio Project
- Town of Hamburg, 9-1-1 Consulting and Planning, Hamburg, NY
- Butler County, 9-1-1 Planning and Radio Consulting, Butler, PA
- PA National Emergency Number Association, Wireless 9-1-1 Project
- Delaware County, 9-1-1 Consolidation City/County, Delaware, OH
- Mifflin County, 9-1-1 Planning and Consulting, Lewistown, PA
- Allegheny County Airport Authority, Radio Master Plan, Pittsburgh, PA
- Otsego County, 9-1-1 Planning and Consulting, Cooperstown, NY

Affiliations

PA Association of Public Safety Communications Officials (APCO) Past Executive Board Member
National Emergency Number Association, (NENA)

David B. McCobin, PE
Senior Technical Leader/Telecommunications Specialist

Mr. McCobin has extensive experience in the engineering, installation, and maintenance of electronic, computer and telecommunications facilities and systems. He has designed and implemented analog and digital telecommunications networks involving telephone, microwave, fiber optic, and radio channels. He has performed the needs analysis, planning, design, and implementation of two-way conventional and trunked radio projects from low band VHF to 800 MHz UHF. He is experienced in all project phases including initialization and needs assessment, recommendations, system design, budgetary cost estimates, presentations, procurement evaluation and negotiation, and implementation. Mr. McCobin is also experienced in the design and specifications of Communications Centers for public safety and utility operations. His design experience includes engineering and installation of control and power systems 480V and below, including UPS, emergency generators, battery systems and specialized grounding systems for computer and telecommunication applications.

Project Experience

- Orleans Parish Communication District, Wireless/Radio Engineer, New Orleans, LA
- Allegheny County, Radio System Design, Pittsburgh, PA
- Westmoreland County, Radio System Design, Greensburg, PA
- Atlantic County, NJ
  - LAN/WAN
  - Radio Needs Analysis
- New Jersey State Police Headquarters, Radio Systems and Communications Center Design, Trenton, NJ
- Northampton County, 9-1-1 Consulting, Northampton County, PA
- Howard County, MD
  - Radio Consulting
  - System Integration
  - Mobile Computer Terminals
- Steuben County, 9-1-1 Consulting, Steuben County, NY
- Altoona Area School District, Wireless LAN/WAN Consulting, Altoona, PA
- Washington, DC
  - Radio System Consulting and Engineering
  - Telecommunications Consulting
- CERMUSA, Wireless LAN and Radio System Design, St. Francis College, Loretto, PA
- Area Transportation Authority of North Central PA, Johnsonburg, PA
  - Radio System
  - Communications Center Consulting and Engineering

Education

BS, The Pennsylvania State University, 1979, Electrical Engineering

Professional Engineering Registrations

Pennsylvania	Florida	New York
District of Columbia	Ohio	New Jersey
South Carolina	Maryland	Virginia

Affiliations

Association of Public Safety Communications Officials (APCO)
Institute of Electrical and Electronics Engineers (IEEE)

Training

Ericsson EDACS Trunked Radio
M/A-COM Open Sky Digital Trunked Radio
Wireless Valley Indoor Propagation Design Tool
Motorola R-56 Overview

Terry M. Johnston
Senior Technical Leader/Telecommunications Specialist

Mr. Johnston's education, numerous certifications and related professional experience have equipped him with the technical skills and knowledge necessary to assess, design, and implement a wide range of telecommunications and technology-based projects. These efforts and experiences include providing oversight and project management for major radio system installation and design; 800 trunked radio system installation; and major microwave system installation. In those projects, Terry has managed radio installation technicians and designed computer automation software. In addition, Terry has designed digital microwave systems, various communications systems, county radio communications systems, E9-1-1 telephone systems, mobile data systems and computer networks, (LAN, WAN, Intranet), computer aided dispatch and records management systems. Mr. Johnston has project and senior level management experience in voice, data, and radio communications systems in the public safety and private sectors. Mr. Johnston is currently available for telecommunications and technology design, assessment, review, and specification projects. He can provide quality assurance evaluations, operational planning, or project management support. In those roles, he would bring the expertise, experience, and technical assistance necessary for your telecommunications and technology needs.

Project Experience

- Orleans Parish Communication District, Automated Systems Lead Technical Specialist, New Orleans, LA
- Palm Beach County, Radio Design, Palm Beach County, FL
- Steuben County, 9-1-1 Consulting, Steuben County, NY
- Georgetown County, Radio Needs Analysis, Georgetown County, SC
- Howard County, MD
  - Radio Consulting
  - System Integration
  - MCTs
- Polk County, 9-1-1 Consulting, Polk County, FL
- Luzerne County, 9-1-1 Consulting and Planning, Luzerne County, PA
- Venango County, 9-1-1 Planning and Consulting, Venango County, PA
- Atlantic County, NJ
  - LAN/WAN
  - Radio Needs Analysis
- CERMUSA, St. Francis College, Loretto, PA
  - Radio System Design
  - Mobile Data System
- Delaware County, PA
  - 9-1-1 Consulting
  - Mobile Data
  - CAD Design
- Lee County, FL
  - LAN/WAN
  - GIS Design

Education
Associates, RETS Electronics School, 1985, Electrical Engineering
Certifications
Certified Console System Development, Installation and Engineering
Certified in all 9-1-1 and E9-1-1 Equipment
Certified in EDACs Trunk Radio System
Certified in DVM2-45 and DVM6-45 Digital Microwave
Affiliations
Association of Public Safety Communications Officials
National Emergency Number Association

Leonard F. Kowalski
Telecommunications Specialist/Senior Project Manager

Mr. Kowalski brings 20+ years of Engineering and Information Technology experience to Kimball's Team. Mr. Kowalski has worked on numerous government and commercial projects specializing in the application of information technology to business and public safety operations. His system design experience includes data management applications as well as local and wide area networks - hardwired, wireless and virtual. His management background includes training at one of the top business schools in the Country coupled with years of successful hands-on experience.

Key project responsibilities have involved risk analysis, transportation studies, system designs and implementations. Mr. Kowalski has directed the development of automated systems in support of airport safety programs and has incorporated Geographic Information System, (GIS), technology into public safety and 9-1-1 operations. Recent projects have involved 9-1-1 Computer Aided Dispatch, (CAD), LAN/WAN design, Mobile Data applications for law enforcement and Automatic Vehicle Location, (AVL), technology for emergency medical services. Mr. Kowalski's technical and management expertise enables him to oversee complex systems and extensive integration projects.

Project Experience

- Area Transportation Authority of North Central PA, ITS Planning and Design, Johnsonburg, PA
- Lee County, FL
  - LAN/WAN
  - GIS Design
- Allegheny County, PA
  - 9-1-1 Consulting
  - Radio System Design
- Mifflin County, PA
  - 9-1-1 Consulting
  - LAN/WAN Design
- Centre County, 9-1-1 Consulting and Planning, Centre County, PA
- Stanly County, LAN Design and Implementation, Stanly County, SC
- Altoona School District, Wireless Wide Area Network, Altoona, PA
- Berks County, Mobile Data Design, Berks County, PA
- AT&T, MSAG Consulting, Denver, CO
- CERMUSA, Wireless Data Network, St. Francis College, Loretto, PA
- City of Erie, PA
  - Computer Aided Dispatch Review
  - 9-1-1 Consulting

Education
BS, University of Pittsburgh at Johnstown, 1978, Civil Engineering Technology
MS, Carnegie-Mellon University, 1985, Industrial Administration

Registrations
1978, Engineer-in-Training, PA

Affiliations
Association Production and Inventory Control Society (lapsed)
National Emergency Number Association
Pennsylvania Public Transportation Association (PPTA)

Michael Harper
Telecommunications Specialist

Mr. Harper is a Telecommunication Specialist in the Pittsburgh Office of L. Robert Kimball & Associates. He has extensive experience in Information Technology, Product Management and Development, Systems Engineering and Project Management. Mike has managed relationships with software providers to identify and prioritize product enhancements, created initial system and network designs, and developed detailed project plans for new wireless network projects. Mr. Harper developed and maintained partnerships with computer hardware and software suppliers, directed internal engineering staff in the development of product support infrastructure, and developed, produced and delivered project documentation including sales collateral, installation guides and users' manuals. Mr. Harper also managed and launched highly successful mobile data programs and projects.

Related Experience

- Department of Transportation, Wireless LAN Technologies, New Jersey
- City of Pittsburgh, Wireless Data Networks, Pittsburgh, PA
- Oakland County, Michigan
  - CAD and Wireless Data Integration
  - CDPD and Private Network
- Washington County, CAD Integration and Implementation, Washington, PA
- Westmoreland County, CAD Integration and Implementation, Greensburg, PA
- Butler County, CAD Integration and Implementation, Butler, PA
- Cambria County, CAD Integration and Implementation, Ebensburg, PA
- Wide Area Network
  - America On Line (AOL)
  - PNC Bank
  - Blue Cross of Central New York

Education

BS, The Pennsylvania State University, 1976, Computer Science
MS, University of Pittsburgh, 1983, Business Administration

Brian L. Jones
Telecommunications Specialist

Mr. Jones is a Telecommunications Specialist in Kimball's Telecommunications and Technology Division. As former Deputy Chief of Emergency Services and 9-1-1 Coordinator for Allegheny County, Brian was responsible for synchronizing the County 9-1-1 System and six regional centers. He developed, planned and implemented dispatch center consolidations, coordinated mult-jurisdictional CAD System implementation and Mobile Data Terminal integration for the County with a population of 1.3 million. Mr. Jones oversaw the operation and maintenance of the County's Enhanced 9-1-1 telephone system, installed and maintained LAN/WAN systems, and maintained and implemented computerized systems. Mr. Jones was directly responsible for 25 employees and the preparation of budgetary and capital improvement projects in excess of $5 million dollars. Brian developed cutover plans for PSAP system implementation in his capacity with Allegheny County and previous role as Director of Southwest Regional Dispatch, one of the County's six regional PSAPs.

Mr. Jones has extensive training in 9-1-1 Communications and Emergency Management operations and technology. He has utilized these skills to develop and implement consolidation in remote and regional 9-1-1 operations into a centralized 9-1-1 communications operation. With more than 15 years experience, he has also developed and implemented resources to augment emergency operations center needs to better equip their managers and staff for disaster operations.

Project Experience

- Allegheny County, Pittsburgh, PA
  - Computer Network Design and Implementation
  - Computer Aided Dispatch (CAD)
  - Enhanced 9-1-1 Network Management
  - Emergency Operations Center Design and Upgrade
- Southwest Regional Dispatch Center, Scott Township, PA
  - 9-1-1 Center Design and Rehabilitation
  - Enhanced 9-1-1 Start-up
  - Radio Communications
- Westmoreland County Public Safety, Greensburg, PA
  - Computer Aided Dispatch (CAD)
  - Development and Implementation of Networking Needs
  - Microwave and Wireless Network Implementation
  - Emergency Management Operations

Education
Numerous Certifications in 9-1-1 and Emergency Management

Certifications
9-1-1 Telecommunicator (APCO)
Telecommunicator Instructor (APCO)

Affiliations
Association of Public Safety Communications Officials (APCO)
National Emergency Number Association (NENA)
Pennsylvania Chapter NENA, President 2002

Joshua J. Clemente
GIS Specialist

Mr. Clemente's education and related professional experience have equipped him with the technical skills and knowledge necessary to develop and manage Geographic Information Systems for a wide range of applications. He also has experience in Global Positioning System operations.

Mr. Clemente started with Kimball as a data collector for the Centre County Enhanced 9-1-1 project, and joined Kimball permanently in July 2000 as a GIS Technician. He has since managed the data collection, GPS, and mapping operations for the Centre County project. Mr. Clemente also managed the day-to-day operations of the Geographic Information Systems Project team out of the State College Office.

In addition to his hands-on project experience, Mr. Clemente has more than five years experience as a Global Positioning System and mapping consultant in the military.

Project Experience

- Centre County, 9-1-1 Consulting and Planning, Centre County, PA
- Allegheny County, 9-1-1 Consulting, Allegheny County, PA
- District of Columbia, DC Cable Net Consulting and Planning, Washington, DC

Education

BS, The Pennsylvania State University, 2000, Geography

Jason L. Longenecker
GIS Specialist

Mr. Longenecker's education and experience have equipped him with the technical skills and knowledge necessary to collect, process and cultivate data for a wide range of applications. Mr. Longenecker is experienced in the operation of Trimble Global Positioning Satellite receiver equipment, various ArcView GIS software applications, Microsoft Office Software and Auto Cad. He has conducted data collection, GPS and mapping operations for the Centre County Project and the Washington DC Fiber Net Project. He has also performed outside and inside plant surveys for the D.C. Fiber Net Project.

Project Experience

- Centre County, Enhanced 9-1-1 Implementation, Bellefonte, PA
- District of Columbia, Fiber Net Manhole Survey, Washington, DC
- Westmoreland County, GIS Consulting, Greensburg, PA
- Comcast Western Division, GIS Consulting, Oaks, PA
- North Central Pennsylvania Area Transit Authority, Regional ITS, Johnsonburg, PA

Education

Associate, The Pennsylvania State University, 2000, Electrical Engineering
Associate, The Pennsylvania State University, 2000, Telecommunication Engineering

Certifications

Confined Space 1910.146
IPC-A-610 Standard (Acceptability of Electronics Assemblies)

Michael D. Gustine
Data Analyst

Mr. Gustine is a data analyst/database programmer in Kimball's Telecommunications and Technology Division and is responsible for various database related tasks. Mr. Gustine joined Kimball in October 2000 on the Centre County Enhanced 9-1-1 Project as a data collector and has since been promoted to Computer Specialist. Mr. Gustine was responsible for designing the Phone Bounce database application for Centre County's use and is responsible for maintaining it. He is also currently responsible for maintaining the Phone Bounce database itself as well as conducting the actual phone bounces. Mr. Gustine has also been working on the DC Cablenet project, helping with the database design as well as database programming and various manipulations of data pertaining to the project. Mr. Gustine has also been responsible for assisting fellow employees with troubleshooting and support for software and hardware issues at Kimball's State College office.

Mr. Gustine has a strong background in computer programming, maintenance and support, having received an Associates degree in Information Systems Programming prior to experience at Kimball.

Project Experience

- Centre County, 9-1-1 Consulting and Planning, Centre County, PA
- District of Columbia, Telecommunications and Technology Consulting, Washington, DC
- District of Columbia Fire Department, Equipment Tracking Database, Washington, DC

Education

BS, The Pennsylvania State University, 1991, Religious Studies
Associate, South Hills School of Business and Technology, 2000, Computer Information Systems

Shirley J. Bark
9-1-1 Specialist

Mrs. Bark has 25 years of county government experience in public safety and administrative capacities. She has expertise in the coordination, development, maintenance, modification, implementation and integrity of automated system files, including Bell Atlantic Telephone Company's Customer Emergency Services Number Assignment database, (CESNA), Enhanced 9-1-1 Automated Number Identification, (ANI), Automated Location Identification, (ALI), geographic databases, Computer Assisted Dispatch System, (CAD), etc.

Mrs. Bark served as Project Manager for a rural addressing project successfully implemented in a County of over 200,000 population. She has assisted in development, implementation, and maintenance and training programs, has managed data exchange between telephone companies concerning 9-1-1 issues, and between municipalities, police, ambulance and fire departments regarding reconciliation of system data. She has worked and communicated with emergency service providers, local government officials and the public to develop and maintain effective automated systems for emergency call processing.

Mrs. Bark is skilled in the preparation and submission of 9-1-1 plans to the Pennsylvania Emergency Management Agency as required by the State of Pennsylvania. She has developed 9-1-1 policies and guidelines, and performed scheduling and staffing analyses in successful efforts to improve efficiency of emergency call processing operations.

Project Experience

- Northampton County, 9-1-1 Planning, Nazareth, PA
- Allegheny County, 9-1-1 Consulting and Planning, Allegheny County, PA
- Centre County, 9-1-1 Consulting and Planning, Centre County, PA
- Lackawanna County, 9-1-1 Consulting and Planning, Lackawanna County, PA
- Steuben County, 9-1-1 Consulting, Steuben County, NY
- Westmoreland County, 9-1-1 Consulting and Planning, Westmoreland County, PA
- Venango County, 9-1-1 Consulting and Planning, Venango County, PA
- Butler County, 9-1-1 Consulting and Planning, Butler County, PA
- Columbia County, 9-1-1 Planning, Columbia County, PA
- Mifflin County, 9-1-1 Consulting, Mifflin County, PA

Affiliations

Association of Public Safety Communications Officials (APCO)
National Emergency Number Association (NENA)
Pennsylvania State Notary

14.B Relevant Documentation

Project Experience
Wireless and Wireline

Washington, DC

Project Scope and Description

Kimball has been selected and is providing Enhanced 9-1-1 consulting and design services for wireline and wireless 9-1-1 service throughout the District. Kimball is serving as an agent for the District with a Kimball Project Manager having been appointed to the 9-1-1 Coordinator position. In this capacity Kimball:

- coordinates the installation of telecommunications equipment
- coordinates service with local exchange carrier
- meet with wireless service providers
- develops wireless related legislative initiatives
- reviews and approves allocation 9-1-1 user fee monies for 9-1-1 purposes including wireless and wireline
- develops processes for coordination between the Local Exchange Carrier and wireless carriers for Phase I implementation
- reviews and approves Enhanced 9-1-1 emergency call related training for PSAP staff
- creates service level agreements (SLAs) between wireless and wireline carriers and interoffice agencies to assure maximum coordination of service
- drafts correspondence on behalf of the district for 9-1-1 related activities
- drafts policy and procedures for administrative tasks related 9-1-1 service provision.
- performs audits of carrier related fees and charges and recommend approval for payment
- GIS and system integration services
- develops and performs acceptance testing services

References

Peter Roy
441 4th Street, N.W.
Suite 930 South
Washington DC 20002
202-727-2277

Chief John Clayton
DC Fire and EMS Communications
310-320 McMillan Drive, NW
Washington, DC
202-673-3195

Project Experience
Wireless and Wireline

State of Maine
Augusta, ME

Project Scope and Description

L. Robert Kimball & Associates has been selected to serve as the State's Enhanced 9-1-1 consultant and engineering firm for statewide Enhanced 9-1-1 implementation. The scope of services includes service provider, ALEC/CLEC oversight and negotiations, legislative review and recommendations, systems testing and acceptance, Wireless Phase I and II planning and implementation, integration of GIS spatial data, local number portability, public education and funding mechanisms.

Reference

Albert E. Gervenack, Director E9-1-1
Maine Department of Public Safety
Emergency Services Communications Bureau
15 Oak Grove Road, Room B132
Vassalboro ME 04989
207-877-8010

Project Experience
Wireless and Wireline

Lee County
Fort Myers, Florida

Project Scope and Description

Kimball has worked with the County since 1998 on 9-1-1 related issues including wireless, GIS and PSAP connectivity. Kimball has multiple projects with the County that overlap several agencies and departments. The effort in the County, with a population of 417,000 and served by five PSAPs, achieved a consistent level of service between all PSAPs. Kimball developed a Sonet ring solution for linking various County sites in a manner that provides redundancy and survivability. Kimball has provided, or is currently providing, the following services to the County:

- Meet with all wireless providers to plan and implement Phase I services.
- Assist the Couny with implementing Phase I. The Phase I implementation is in progress with some delay resulting from the FCC extension.
- Developed requirements for 9-1-1 base mapping, aerial digital orthophotography, planimetric data conversion and managed acceptance and quality assurance for the deliverables. Kimball also negotiated contracts on behalf of the County for this project.
- Kimball prepared and distributed correspondence on behalf of the County.
- Kimball is performing acceptance testing of Phase II implementation.
- Kimball prepared progress reports for presentation to County elected officials.

Reference

Matt Rechkemmer, E9-1-1 Coordinator
Lee County Public Safety Department
14752 Six Mile Cypress Parkway
P O Box 398
Fort Myers, FL 33902
941-335-1608

Project Experience
Wireless

Polk County, Florida
Bartow, Florida

Project Scope and Description

Polk County, Florida, located in Central Florida just west of Orlando, with a population of 474,704, was in need of a wireless E9-1-1 needs analysis to determine what steps were needed to position themselves for Phase I and Phase II wireless emergency communications. The County Department of Public Safety receives approximately 25% of their E9-1-1 calls "wireless" and therefore lacks traditional E9-1-1 capabilities (ANI and ALI). Since it is estimated that by 2003, 75% of their E9-1-1 calls will be from wireless sources, these analyses, findings and recommendations were critical to their emergency communications planning and budgetary activities.

L. Robert Kimball and Associates was selected to complete this analysis on a county-wide basis, and then, based on their findings, develop a strategic technology plan of action for the next 3 years. Kimball's background and knowledge of these new and emerging wireless technologies and providers made them the logical choice.

Reference

Sandy Mercer, E9-1-1 Manager
Polk County Department of Public Safety
330 West Church Street, 5th Floor
P O Box 1458
Bartow FL 33831
863-534-7656

Project Experience
Wireless and Wireline

Seminole County Florida
Sanford, Florida

Project Scope and Description

Kimball has performed a needs assessment for Phase I and II implementation for Seminole County in central Florida. The County has seven PSAPs serving a population of 354,000 residents.

- Kimball met with Wireless Providers on behalf of the County to Plan implementation of Phase I.
- Kimball coordinated CPE upgrades for seven PSAPs within the County.
- Kimball drafted the CAD training syllabus for all seven PSAPs.
- Kimball directed two LECs (Bell South and Sprint) in provisioning network capabilities relative to Phase I implementation.
- Kimball led numerous meetings and documentation of issues for the County. The services included providing correspondence by and between PSAPs and Carriers.
- Kimball is performing acceptance testing of CAD components including interfaces with location technology and CPE for wireless call receipt.
- Kimball held monthly status meetings with and documented the meetings with minutes for distribution to the County.
- Kimball is currently seeing the County through a CAD implementation process and will assist the County with a Mobile Data project starting in October 2002.
- Kimball has proposed a Phase II solution that is pending implementation in the County. The solution has been held due to the FCC extension for Phase I and II carrier implementation.

Reference

E. Frank Kirk
E9-1-1 Manager
Seminole County Emergency Communications
Department of Public Safety
150 Bush Boulevard
Sanford, FL 32773
407-665-5911

Project Experience
Wireline

Northampton County
Wind Gap, Pennsylvania

Project Scope and Description

L. Robert Kimball & Associates was contracted by Northampton County for E9-1-1 Consulting Services. The Kimball contract provided for assisting Northampton County with research on its legal suit, which involved the past provider of E9-1-1/Communications Services. Kimball assisted the County by providing communication system design planning and developing the cutover plan for a transition from a private operation to full County control and operation of the existing system. In addition, Kimball performed acceptance testing and disaster recovery planning, developed the radio network performance requirements, assisted with the development of budget cost estimates, developed several procurement documents for needed equipment and provided technical assistance during the transfer. Kimball Architecture and Engineering worked with the County and Telecommunications Staff on the transition of operations to newly-renovated facilities designed for interim use. In the mean time, the design work on the above-pictured facility will lead to a new permanent 9-1-1/Emergency Communications/Emergency Management and Training facility to house the County's emergency services operations.

Reference

Richard W. Teasdale, Director
Northampton County Emergency Communications and Enhanced 9-1-1
Greystone Building, R8 Gracedale Avenue
Nazareth PA 18064-9278
610-746-3194

Project Experience
Wireless and Wireline

Orleans Parish Communications District
New Orleans, Louisiana

Project Scope And Description

Kimball is providing a full scope of services for a new Public Safety Communications Facility, including Architectural, Telecommunications and systems design. With this project, we are providing the following services:

- Systems assessment
- Phase I and II implementation coordination with Bell South and wireless providers for implementation in 2003
- Coordinating 9-1-1 CPE and network services for a new PSAP
- CAD system design and specifications
- System integration services
- Acceptance testing

Reference

Phil King, Chief Engineer
Orleans Parish Communications District
301 South Broad Street
New Orleans, LA 70119
504-826-1413

Project Experience
Wireless and Wireline

City of Philadelphia, Pennsylvania
Philadelphia, Pennsylvania

Project Scope and Description

Kimball has provided Enhanced 9-1-1 consulting services for the city since 1996. These services include the following:

- PSAP infrastructure design
- met wireless service providers and coordinated Phase II technology testing and system implementation
- developed legislative initiatives and guidelines for wireless 9-1-1 for presentation to all 9-1-1 coordinators within the Commonwealth of PA
- drafted correspondence on behalf of the City for third party providers, LEC and wireless providers
- design and test PSAP LAN and cable infrastructure
- prepare and submit 9-1-1 Plan for state approval

Reference

Joe James
Deputy Commissioner
City of Philadelphia
Room 1030 M.S.B.
1401 J.F.K. Blvd.
Philadelphia, PA 19102-1677
215-686-4444

Project Experience
Wireline

Allegheny County, Pittsburgh
Pittsburgh, Pennsylvania

Project Scope and Description

Allegheny County, which incorporates the City of Pittsburgh and surrounding communities, selected L. Robert Kimball & Associates, Inc., to provide a full complement of telecommunications and technology engineering and consulting services. These services include PSAP architectural design and engineering, voice and data network design and integration, automated system design and integration, conventional and trunked radio system design, mapping and geographic information systems, MSAG development and maintenance, ALI record reconciliation, wireless 9-1-1 call receipt, inside plant, feasibility studies, 9-1-1 Plan development and administrative and operational policy development. Kimball led Allegheny County through the entire 9-1-1 development process to implement a system serving a population of 1.3 million.

Reference

Robert A. Full, Chief
Department of Emergency Services
400 N. Lexington Street
Pittsburgh, PA 15208-2521
412-473-2552

Project Experience
Wireless

National Emergency Number Association
Pennsylvania Chapter

Project Scope and Description

L. Robert Kimball & Associates, (Kimball), was selected by the Pennsylvania Chapter of the National Emergency Number Association to assist the Chapter with a legislative initiative relative to wireless 9-1-1 legislation. Kimball developed a template and survey methodology to benchmark Public Safety Answering Point, (PSAP), readiness for Phase I and Phase II implementation. The information gathered through this project is being used to develop a cost recovery mechanism for PSAPs throughout the Commonwealth. As a follow-up to this project, Kimball has been asked to assist the State Chapters of NENA, Association of Public Safety Communications Officials, (APCO), and the County Commissioners Association of Pennsylvania in the data gathering and compilation for assessing Phase I and Phase II PSAP readiness.

Reference

Frank Matis, Past President
c/o Butler Department of Emergency Services
309 Sunnyview Circle
Butler PA 16001
724-284-5211

Letters of Commendation

Letters of Commendation were received from Washington, DC, Northampton County, CERMUSA, and Orleans Parish Communication District.

Please see Attachments 1, 2, 3 and 4 following this proposal.

14.C Similar Projects

Lee County, Florida

Contacts:	Matt Rechkemmer	941-335-1608
	Mike Rigsby	941-479-8513

Wireless Providers	Cingular, AT&T, Voicestream, Nextel, Sprint PCS, Verizon
LEC for 9-1-1 Network	Sprint

Kimball has worked with the County since 1998 on 9-1-1 related issues including wireless, GIS and PSAP connectivity. Kimball has multiple projects with the County that overlap several agencies and departments. The effort in the County, with a population of 417,000 and served by five PSAPs, achieved a consistent level of service between all PSAPs. Kimball developed a Sonet ring solution for linking various County sites in a manner that provides redundancy and survivability. Kimball has provided, or is currently providing, the following services to the County:

- Meet with all wireless providers to plan and implement Phase I services.
- Assist the County with implementing Phase I. The Phase I implementation is in progress with some delay resulting from the FCC extension.
- Developed requirements for 9-1-1 base mapping, aerial digital orthophotography, planimetric data conversion and managed acceptance and quality assurance for the deliverables. Kimball also negotiated contracts on behalf of the County for this project.
- Kimball prepared and distributed correspondence on behalf of the County.
- Kimball is performing acceptance testing of Phase II implementation.
- Kimball prepared progress reports for presentation to County elected officials.

Seminole County, Florida

Contact: E. Frank Kirk, 9-1-1 Coordinator 407-665-5911

Wireless Providers: Cingular, AT&T, Voicestream, Nextel, Sprint PCS, Verizon
LEC for 9-1-1Network: Bell South

Kimball has performed a needs assessment for Phase I and II implementation for Seminole County in central Florida. The County has seven PSAPs serving a population of 354,000 residents.

- Kimball met with Wireless Providers on behalf of the County to plan implementation of Phase I.
- Kimball coordinated CPE upgrades for seven PSAPs within the County.
- Kimball drafted the CAD training syllabus for all seven PSAPs.
- Kimball directed two LECs (Bell South and Sprint) in provisioning network capabilities relative to Phase I implementation.
- Kimball led numerous meetings and documentation of issues for the County. The services included providing correspondence by and between PSAPs and Carriers.
- Kimball is performing acceptance testing of CAD components including interfaces with location technology and CPE for wireless call receipt.
- Kimball conducted monthly status meetings with and documented the meetings with minutes for distribution to the County.
- Kimball is currently seeing the County through a CAD implementation process and will assist the County with a Mobile Data project starting in October 2002.
- Kimball has proposed a Phase II solution that is pending implementation in the County. The solution has been held due to the FCC extension for Phase I and II carrier implementation.

District of Columbia

Contact: Peter Roy 202-727-6030

Wireless Providers: Voicestream, Wireless, AT&T Wireless, Cingular, Nextel, Sprint, PCS and Verizon

LEC for the 9-1-1 Network: Verizon

Kimball has been selected and is providing Enhanced 9-1-1 consulting and design services for wireline and wireless 9-1-1 services throughout the District. Kimball is serving as an agent for the District with a Kimball Project Manager having been appointed to the 9-1-1 Coordinator position. In this capacity:

- Kimball coordinates the installation of telecommunications equipment
- Kimball coordinates service with local exchange carrier
- Kimball meets with wireless service providers
- Kimball has developed wireless related legislative initiatives
- Kimball reviews and approves allocation 9-1-1 user fee monies for 9-1-1 purposes including wireless and wireline
- Kimball develops processes for coordination between the Local Exchange Carrier and wireless carriers for Phase I implementation
- Kimball reviews and approves Enhanced 9-1-1 emergency call related training for PSAP staff
- Kimball creates service level agreements (SLAs) between wireless and wireline carriers and interoffice agencies to assure maximum coordination of service
- Kimball drafts correspondence on behalf of the district for 9-1-1 related activities
- Kimball drafts policy and procedures for administrative tasks related 9-1-1 service provision.
- Kimball performs audits of carrier related fees and charges and recommend approval for payment
- GIS and system integration services
- Kimball prepares and manages migration planning and cutovers for systems and PSAP facilities
- Kimball develops and performs acceptance testing services

City of Philadelphia

Contact: Joe James, Deputy Commissioner of Public Property 215-686-4444

Wireless Providers: Verizon, Sprint, AT&T
LEC for the 9-1-1 Network: Verizon

Kimball has provided Enhanced 9-1-1 consulting services for the city since 1996. These services include the following:

- PSAP infrastructure design
- Kimball has met wireless service providers, established and coordinated Phase II technology testing and system implementation
- Kimball has developed legislative initiatives and guidelines for wireless 9-1-1 for presentation to all 9-1-1 coordinators within the Commonwealth of PA
- Kimball has drafted correspondence on behalf of the City for third party providers, LEC and wireless providers
- Kimball performs design and test of PSAP LAN and cable infrastructure
- Kimball has successfully prepared and submitted 9-1-1 Plan for State approval

Orleans Parish Communications District (OPCD)

Contact: Phil King 504-826-1413

Wireless Providers: Cingular, AT&T, Sprint,
LEC for the 9-1-1 Network: Bell South

Kimball is providing a full scope of services for a new Public Safety Communications Facility, including Architectural, Telecommunications and Systems Design. With this project, we are providing the following services:

- Systems assessment
- Phase I and II implementation coordination with Bell South and wireless providers for implementation in 2003
- Coordinating 9-1-1 CPE and network services for a new PSAP
- Cutover Planning
- CAD system design and specifications
- System integration services
- Acceptance testing

15. Typical Tasks

L. Robert Kimball & Associates has the expertise and experience to meet the objectives set forth in items 16.a. through 16.h. Kimball recognizes the project includes each of these tasks but is not limited to the specified list. We are comfortable and confident in our ability to deliver full service assistance to the localities and regions we are selected to support.

Kimball is organizing this project with a master project manager for all Commonwealth of Virginia wireless services. In addition, each region for which we are selected will be assigned a project manager to manage and coordinate all aspects of Phase I and Phase II Project Management services for the localities to be served within the region. The master project manager will coordinate with the regional project managers to assign staff in the most effective and efficient manner possible in serving the Commonwealth and localities. We believe this method of delivering our services maximizes continuity for the client and for the Commonwealth in that each will have a single point of contact for the entire Kimball service menu.

The Kimball Team will assist the localities we work for with coordination by and between the Locality, LEC(s), wireless service provider and other systems used for processing information related to 9-1-1 calls for system implementation. We recognize the scope will include, but not be limited to, systems integration issues, network upgrade definition, CPE upgrades, data collection, testing and cutover planning. Kimball is prepared to use our experience in developing and initiating cutover, acceptance testing and fall back plans to streamline the effort on behalf of the localities we will be serving. We have performed numerous cutover and acceptance testing services including Allegheny County, PA, Northampton County, PA, District of Columbia, Westmoreland County, PA, Snyder County, PA, Delaware County, OH and numerous others. This experience provides the expertise to successfully execute similar locality cutovers related to this project.

Prior to release of the Wireless Phase I and II Project Management solicitation, Kimball had contacted several sub-regions within the regions identified in the solicitation, (Commonwealth of Virginia Attachment A). We took a proactive stance on this matter for a number of reasons including a belief that it is important for localities to understand Kimball capabilities, and for the Kimball team to understand the framework of the localities' relationship as sub-regions. As a responsive service provider we need to appreciate their goals and be prepared to assist them in the appropriate manner. Our experience tells us that we will accomplish this by assigning the proper Kimball resources to the locality and region. We will achieve success by delivering our services in a comprehensive manner focusing upon resolving locality issues within the framework of the region or sub-region in which the locality is participating. Kimball recognizes that these are not necessarily recognized as regional entities as currently comprised; however, there does exist a desire to work together with a spirit of cooperation to achieve a goal of delivering a consistent, compatible level of service to the public. We look forward to the opportunity of providing assistance for this project.

It is important to note that Kimball has the resources to serve every region within the Commonwealth and is proposing to deliver services for all seven regions. While we are open to serving the Commonwealth and localities within all regions, we have accentuated our strengths and focus by preparing to deliver service to those regions with which we have been in contact. We believe we are positioned to understand their attributes and limitations pertaining to this vital project. The regions and entities that we have had discussions with include the following:

Region One

Hopewell Sub-Region
Spokesperson: Dorothy Spear

Localities

Hopewell
Charles City County
New Kent County
Prince George County
Dinwiddie County
Colonial Heights
Petersburg

Northern Neck Sub-Region
Spokesperson: Ed Smyth

Localities

Mathews County
King and Queen County
King William County
Lancaster County
Northumberland County
Richmond County
West Point
Westmoreland County

Region Two

Valley Piedmont Sub-Region
Spokesperson: Frank Jurney

Localities

Clarke County
Culpeper County
Fauquier County
Frederick County
Louisa County
Madison County
Orange County
Page County
Shenandoah County
Spotsylvania County
Stafford County
Warren County
Winchester City
Rapahannock County
Fluvanna County (Region 3)

Region Four

Mount Rogers 9-1-1 Users Group
Spokesperson: Pokey Harris

Localities

Carroll/Grayson Counties (Twin County)
Smyth County
Wytheville
Washington County
Wythe County

Cumberland Plateau Sub-Region
Spokesperson: Judy Cooling

Localities

Russell County
Buchanon County
Dickenson County
Tazewell County
Wise County

Region Six

Blue Ridge Regional Sub-Region
Spokesperson: Wes Ashley

Localities

Martinsville/Henry County
Floyd County
Franklin County
Patrick County
Roanoke
Danville (Region 3)
Pittsylvania County (Region 3)

See maps following proposal, labeled Attachments 5 through 11.

Kimball is capable and willing to provide professional services on behalf of the Commonwealth's Department of Technology Planning. We welcome the opportunity to provide service to the Commonwealth team in an effort to achieve program goals and objectives.

17. U.S. Citizenship

All Kimball Staff are United States citizens. Should Kimball add staff that are not citizens of the United States, all required documentation will be obtained prior to hiring and made available for review by the Commonwealth of Virginia.

C. Attachments

Please see the following attachments as referenced in this proposal:

1. Letter of Commendation from District of Columbia
2. Certificate of Appreciation, Northampton County, PA
3. Letter of Appreciation, CERMUSA
4. Letter of Appreciation, Orleans Parish Communication District
5. Wireless Consulting Regions Map
6. Hopewell Group Region Map
7. Northern Neck Region Map
8. Valley Piedmont Region Map
9. Mount Rogers Region Map
10. Cumberland Plateau Region Map
11. Blue Ridge Region Map
12. Solicitation Offer Sheets (Form 62)
13. Regions Where Service Being Offered (COV Attachment A, 2 pages)
14. Basis Ordering Agreement (COV Attachment B, C and D, 29 pages)

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF TECHNOLOGY OFFICER

April 9, 2001

Mr. John Kimball
Senior Vice President
L. Robert Kimball & Associates
615 West Highland Avenue
Ebensburg, PA 15931

Dear John:

I want to thank you and the rest of the Kimball staff for all your efforts over the past year, specifically on the JCC project, UCC project, Data Center project, and numerous other ad-hoc projects. Kimball's dedication and commitment to these projects and Office of the Chief Technology Officer (OCTO) is appreciated. It is effort like yours that will help the Government of the District of Columbia achieve its goal of making Washington, DC the best city in America. The capabilities, expertise, responsiveness and "can do" attitude of your organization has been noteworthy. In addition, the Kimball team has been professional and enjoyable to work with.

Kimball's team comprised of "top-notch" individuals has contributed to the success of OCTO and its many projects, enabling OCTO to save the District money and provide reliable systems and solutions that will serve the District for years to come. We could not have done it without Kimball's support. I also want to acknowledge the Kimball team for providing technical assistance to other District agencies. They too have recognized the value of the Kimball staff and have expressed their gratitude to me.

I want to particularly commend John Cunnington for his work and commitment on the JCC project. John has and will continue to be instrumental in successfully delivering this critical public safety project. I also want to acknowledge Kevin Murray for his technical leadership and guidance on many of OCTO's high priority projects.

I look forward to Kimball's continued cooperation and technical support as we move forward on OCTO's largest, most important and most challenging projects - the UCC and DC-Cable Net. I am confident that these future projects will be just as successful.

Please pass on my appreciation to all of the Kimball staff that have worked on the various District projects. Thanks again.

Sincerely,

John M. Lecker

John M. Lecker
Technology Program Manager

ATTACHMENT 1

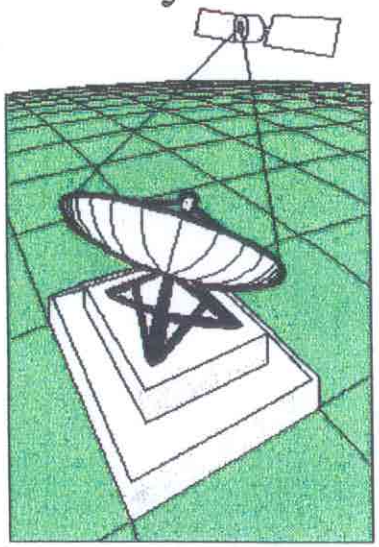
441 4th Street, N.W., Washington, DC 20001 (202) 727-2277, Facsimile (202) 727-6857

Certificate of Appreciation

awarded to

L. Robert Kimball and Associates

In honor of your hard work and dedication
with the Northampton County 9-1-1 Communication Center



Presented by
The County of Northampton
September 2, 1999

Glenn F. Reibman, County Executive

ATTACHMENT 2

CERMUSA

Center of Excellence for Remote and Medically Under-Served Areas

October 13, 2000

R. Kevin Murray
L. Robert Kimball and Associates
180 Regent Court
State College, PA 16801

Dear Kevin:

I wish to express my sincere appreciation for the assistance provided by Jeffrey Forsha and Timothy Starcovic in preparation for and during the ARMTech Showcase for Industry and Technology on October 5, 2000. As the primary consultant, Jeff assisted CERMUSA through the critical design and engineering phase to establish a network that allowed the successful transmission of wireless voice and data communication for a telemedicine proof of concept demonstration Jeff exhibited great flexibility and willingness to adapt to any situation. Tim also demonstrated his willingness to perform whatever task necessary to get the job done.

Our goal for the Showcase demonstration for Congressman John Murtha was a live wireless hook-up with a moving ambulance. The Congressman could see patient data (vital signs, EKG and oxygen saturation level) as well as talk with the staff in the ambulance. Jeff and Tim were present and ready to assist if any problems arose during the transmission.

Both Jeff and Tim did an excellent job representing your company. Jeff's knowledge, skills, and professionalism are commendable.

We look forward to the continuation of the working relationship between CERMUSA and L. Robert Kimball & Associates.

Sincerely,

James F. Bates, Ph.D.
Director

cc: John Kimball
Ray O'Donnell
Jeffrey Forsha
Timothy Starcovic

ATTACHMENT 3

Saint Francis College
P.O. Box 600, Loretto, PA 15940-0600 Phone (814) 472-3389 Fax (814) 472-3377
Web: www.cermusa.org Email: sysop@cermusa.org

ORLEANS PARISH COMMUNICATION DISTRICT

Administrators of New Orleans' 9-1-1 System

BOARD OF COMMISSIONERS:

Chairman:

Supt. Warren E. McDaniels
N. O. Fire Department

Members of the Board:

Mr. John S. Berault, CEO
Medical Center of Louisiana

Supt. Duane Johnson
N. O. Police Department

Capt. Brian H. Etland
Louisiana State Police

Maj. Gen. Bennett Landreneau
Louisiana National Guard

Dr. Brobson Lutz
Orleans Parish Medical Society

Ms. June Sanchez
Mayoral Appointment

Mr. Terry C. Tullier, Interim Director
N.O. Emergency Preparedness

Ms. Shelia Webb, Director
N. O. Department of Health

Mr. William A. Hawkins
Executive Director

December 12, 2001

L. Robert Kimball PE
Chief Executive Officer and Treasurer
L. Robert Kimball & Associates
615 West Highland Avenue
P O Box 1000
Ebensburg PA 15931

Dear Mr. Kimball,

I wanted to take this time to extend my appreciation to you and your employees for providing the most professional services that I have ever seen in any organization or company. My special appreciation goes out to Brian Bark, David Schrader, John Cunnington, Elwood Williams, Mark Martorano and Sterling McClure. You have a group of dedicated and loyal employees that should be the envy of any company.

I am personally looking forward to a long association with L Robert Kimball & Associates. You have an organization that is above reproach in the business world. Thanks for you and your companies past and anticipated future guidance in the public safety arena

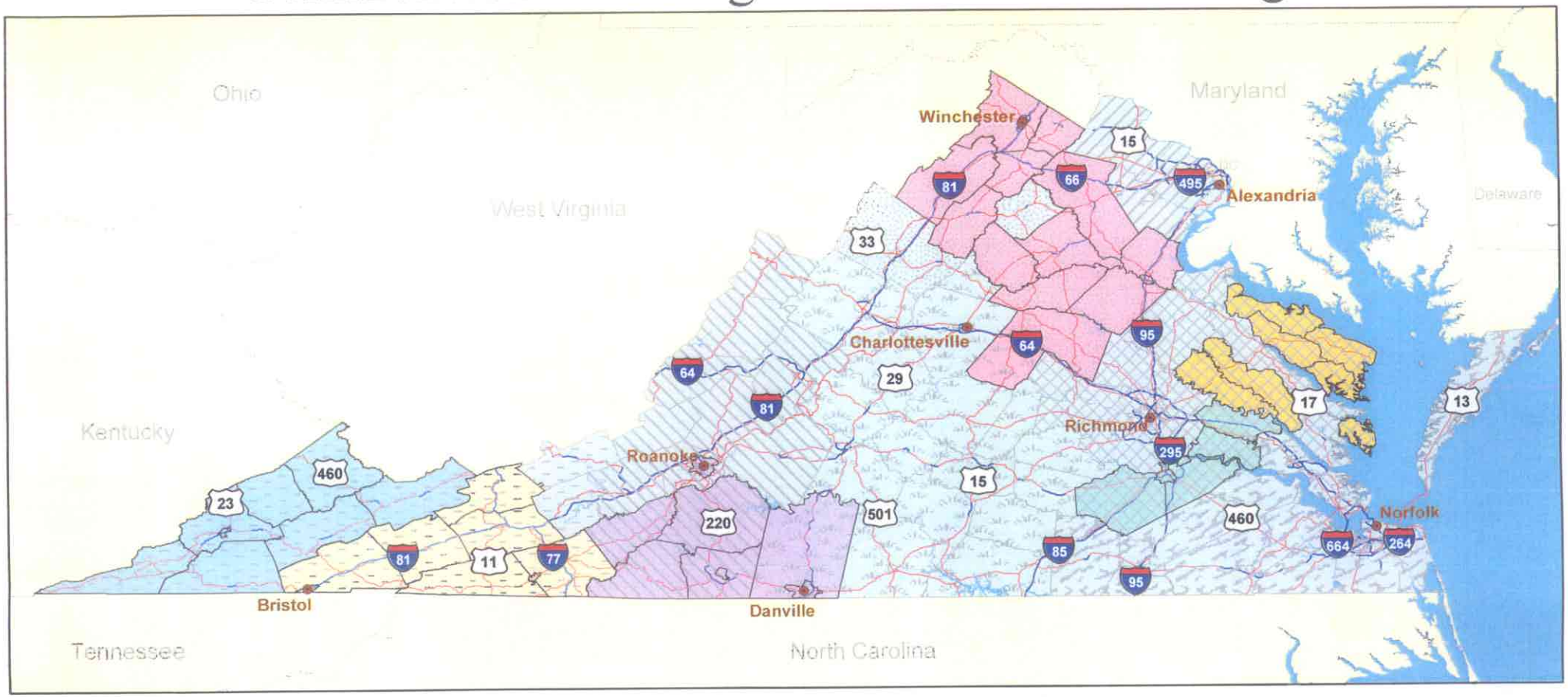
Sincerely,

Philip M. King
Chief Engineer

ATTACHMENT 4

301 South Broad Avenue New Orleans, Louiaiana 70119 Telephone: 504-826-1200 Fax: 504-826-1204 Web Page: WWW.911NOLA.ORG

Commonwealth of Virginia Wireless Consulting



Wireless Consulting Regions

Blue Ridge Regional (Est. Pop. 255,129)
Danville City, Floyd Co, Franklin Co, Henry Co, City of Martinsville, Patrick Co, Pittsylvania Co, Roanoke City

Cumberland Plateau Region (Est. Pop. 163,411)
Buchanon Co, Dickenson Co, Lee Co, Norton City, Russell Co, Scott Co, Tazewell Co, Wise Co

Hopewell Group (Est. Pop. 148,555)
Charles City Co, Colonial Heights City, Dinwiddie Co, Hopewell City, New Kent Co, City of Petersburg, Prince George Co

Mount Rogers 9-1-1 Users (Est. Pop. 183,302)
Bland Co, Bristol City, Carroll Co, Galax City, Grayson Co, Smyth Co, Washington Co, Wythe Co

Northern Neck (Est. Pop. 77,429)
King and Queen Co, King William Co, Lancaster Co, Mathews Co, Northumberland Co, Richmond Co, Westmoreland Co

Valley Piedmont (Est. Pop. 564,384)
Clarke Co, Culpeper Co, Fauquier Co, Fluvanna Co, Frederick Co, City of Fredericksburg, Louisa Co, Madison Co, Orange Co, Page Co, Shenandoah Co, Spotsylvania Co, Stafford Co, Warren Co, City of Winchester

Commonwealth of Virginia Project Management Regions

ATTACHMENT 5

Region 1
Region 2
Region 3
Region 4
Region 5
Region 6
Region 7

Legend

City
Interstate
Primary Road
Water
Regions in Non-Study Area
Continental US

0 10 20 40 60 80 Miles

Kimball
L. Robert Kimball & Associates

Source: ESRI Shapefiles for Arc GIS 8
Date: 11 FEB 02, JJC
Version Number: 2.1.2

Commonwealth of Virginia Wireless Consulting - Hopewell Group Region

Hopewell Group - Agencies

Charles City County - Est. Pop. 7359

Dinwiddie County - Est. Pop. 25886

New Kent County - Est. Pop. 13517

Prince George County - Est. Pop. 29113

Colonial Heights - Est. Pop. 16163

Hopewell - Est. Pop. 22453

Petersburg - Est. Pop. 34064

Commonwealth of Virginia Project Management Regions

Region 1
Region 2
Region 3
Region 4
Region 5
Region 6
Region 7

Legend

City
Interstate
Primary Road
Water
Regions in Non-Study Area
Continental US

0 2 4 8 12 16 Miles

Kimball
L. Robert Kimball & Associates

Source: ESRI Shapefiles for Arc GIS 8
Date: 11 FEB 02, JJC
Version Number: 2.1.2

ATTACHMENT 6

Commonwealth of Virginia Wireless Consulting - Northern Neck Region

Northern Neck - Agencies

King And Queen County - Est. Pop. 6590

King William County - Est. Pop. 13290

Northumberland County - Est. Pop. 11819

Richmond County - Est. Pop. 8784

Lancaster County - Est. Pop. 11361

Mathews County - Est. Pop. 9350

Westmoreland County - Est. Pop. 16235

Commonwealth of Virginia Project Management Regions

Region 1
Region 2
Region 3
Region 4
Region 5
Region 6
Region 7

Legend

City
Interstate
Primary Road
Water
Regions in Non-Study Area
Continental US

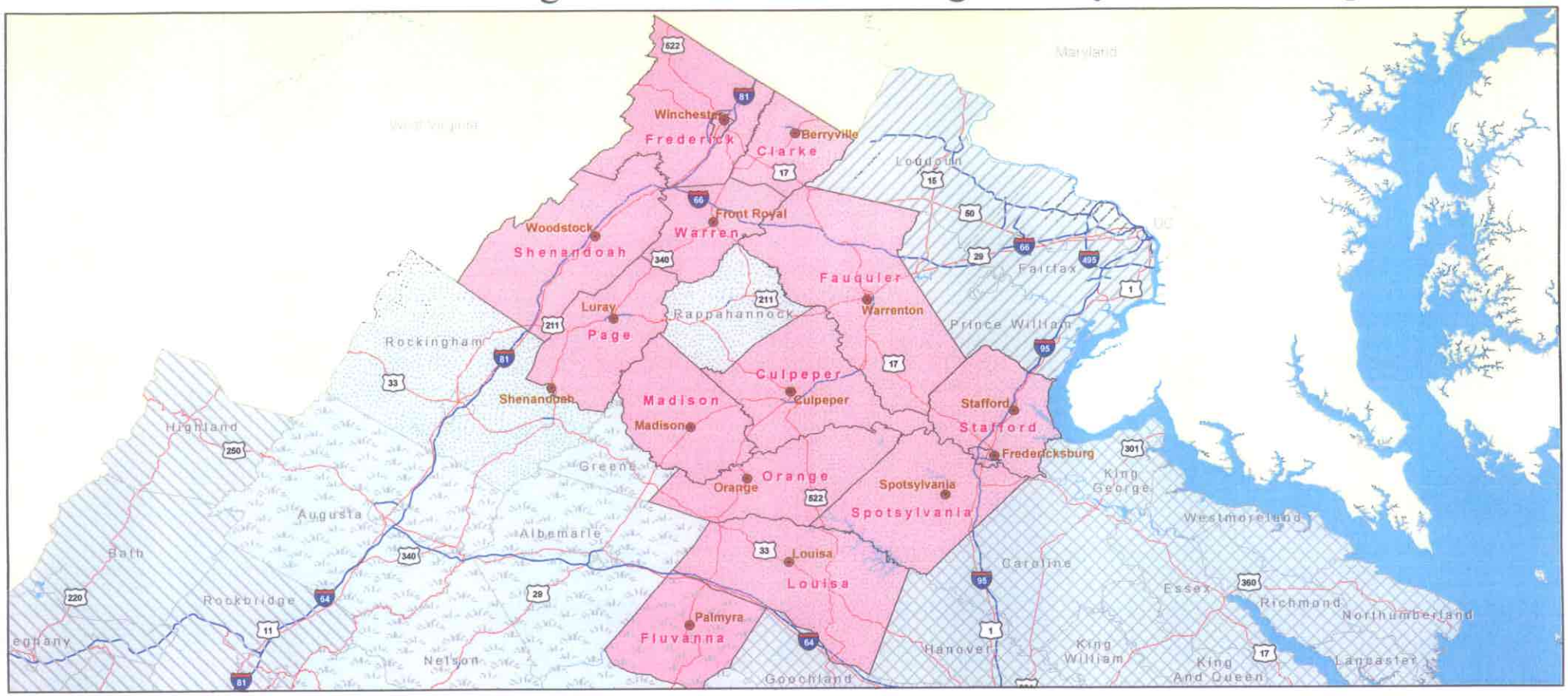
0 3 6 12 18 24 Miles

Kimball
L. Robert Kimball & Associates

Source: ESRI Shapefiles for Arc GIS 8
Date: 11 FEB 02, JJC
Version Number: 2.1.2

ATTACHMENT 7

Commonwealth of Virginia Wireless Consulting - Valley Piedmont Region



Valley Piedmont - Agencies

Clarke County - Est. Pop. 13026

Culpeper County - Est. Pop. 34073

Fauquier County - Est. Pop. 56435

Fluvanna County - Est. Pop. 20401

Frederick County - Est. Pop. 57678

Fredericksburg - Est. Pop. 18374

Louisa County - Est. Pop. 25578

Madison County - Est. Pop. 12695

Orange County - Est. Pop. 26137

Page County - Est. Pop. 23280

Shenandoah County - Est. Pop. 35660

Spotsylvania County - Est. Pop. 90690

Stafford County - Est. Pop. 96835

Warren County - Est. Pop. 30946

Winchester - Est. Pop. 22576

Commonwealth of Virginia Project Management Regions

- Region 1
- Region 2
- Region 3
- Region 4
- Region 5
- Region 6
- Region 7

Legend

- City
- Interstate
- Primary Road
- Water
- Regions in Non-Study Area
- Continental US

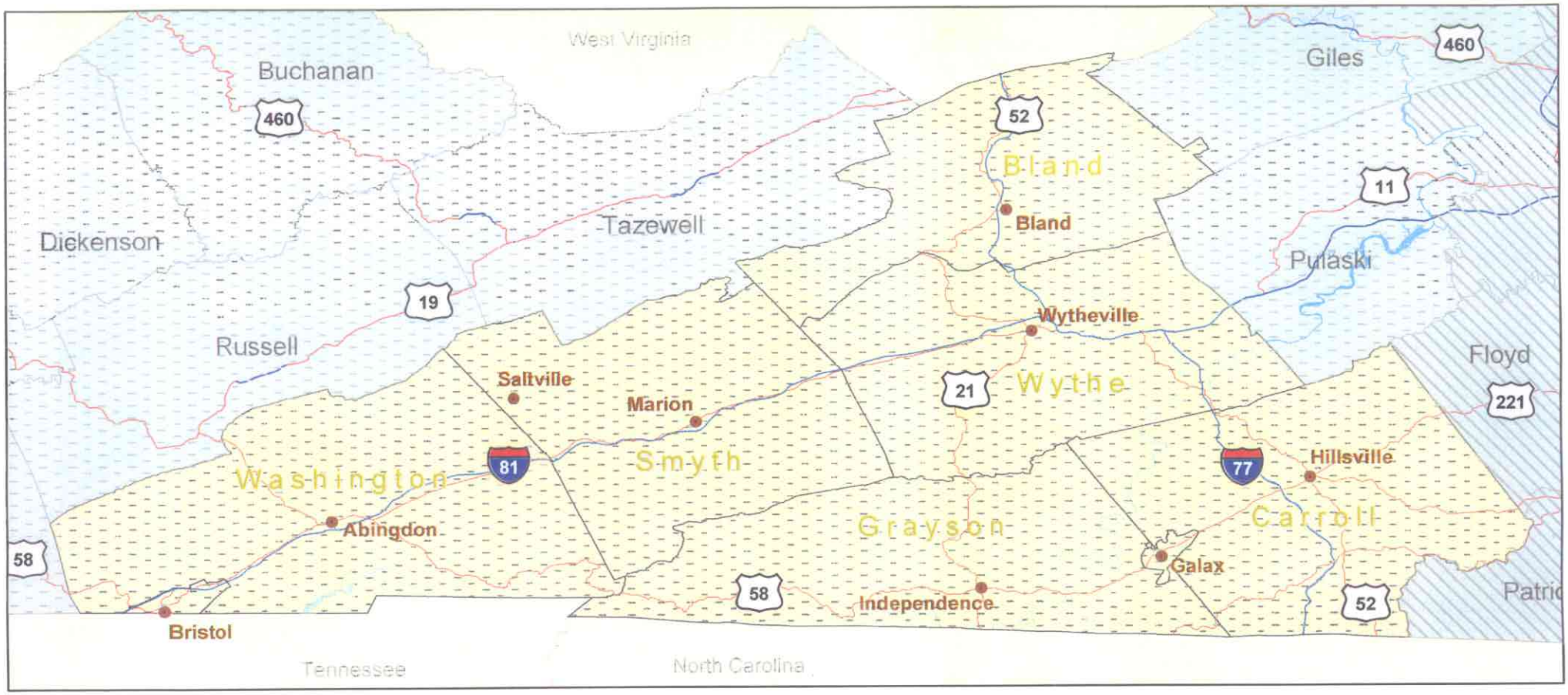
0 5 10 20 30 40 Miles

Kimball
L. Robert Kimball & Associates

Source: ESRI Shapefiles for Arc GIS 8
Date: 11 FEB 02, JJC
Version Number: 2.1.2

ATTACHMENT 8

Commonwealth of Virginia Wireless Consulting - Mount Rogers Region



Mount Rogers - Agencies

Bland County - Est. Pop. 6795

Carroll County - Est. Pop. 27835

Grayson County - Est. Pop. 16489

Washington County - Est. Pop. 50072

Bristol - Est. Pop. 16460

Galax - Est. Pop. 6393

Smyth County - Est. Pop. 32619

Wythe County - Est. Pop. 26639

Commonwealth of Virginia Project Management Regions

Region 1
Region 2
Region 3
Region 4
Region 5
Region 6
Region 7

Legend

City
Interstate
Primary Road
Water
Regions in Non-Study Area
Continental US

0 3 6 12 18 24 Miles

Kimball
L. Robert Kimball & Associates

Source: ESRI Shapefiles for Arc GIS 8
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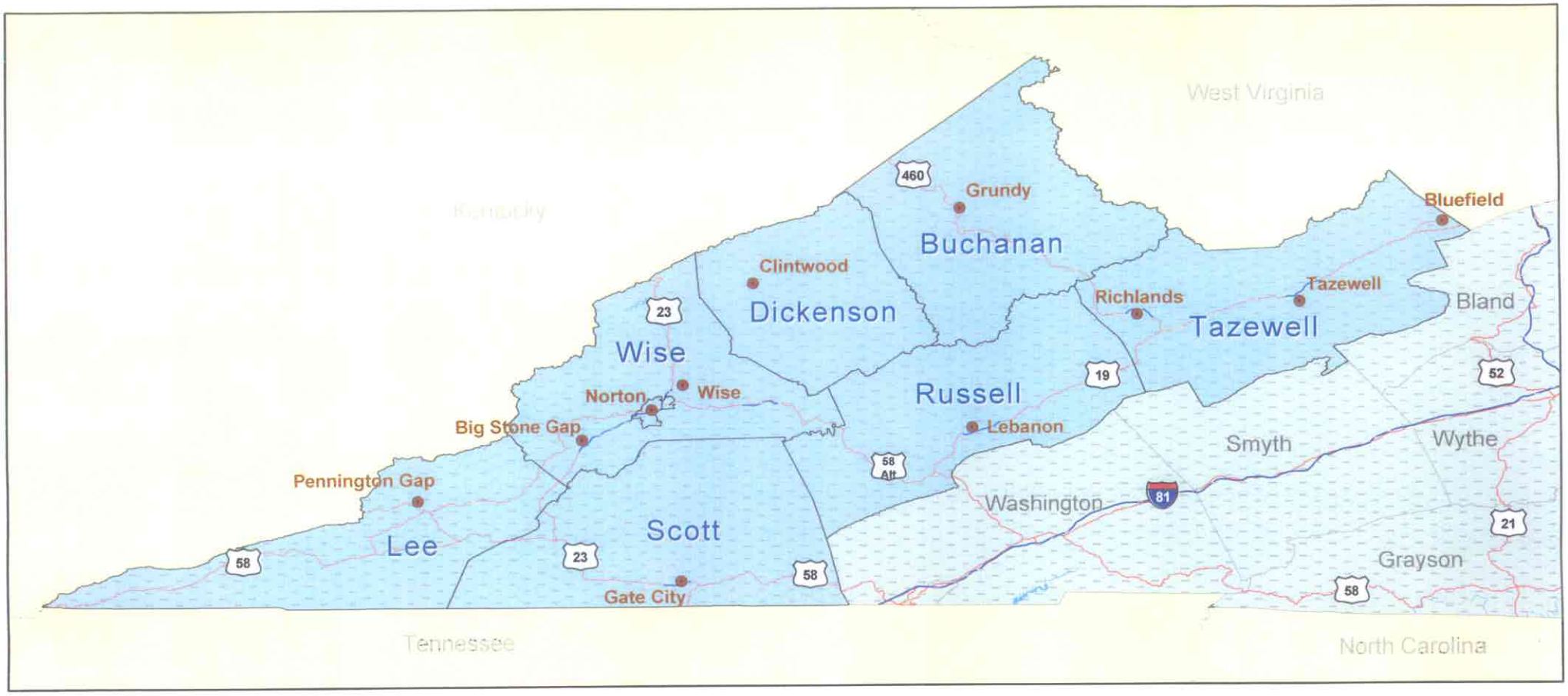
Version Number: 2.1.2

ATTACHMENT 9

Commonwealth of Virginia Wireless Consulting - Cumberland Plateau Region



Cumberland Plateau - Agencies

Buchanon County - Est. Pop. 28014

Lee County - Est. Pop. 23732

Russell County - Est. Pop. 28619

Tazewell County - Est. Pop. 46144

Dickenson County - Est. Pop. 16535

Norton - Est. Pop. 3974

Scott County - Est. Pop. 22388

Wise County - Est. Pop. 40125

Commonwealth of Virginia Project Management Regions

Region 1
Region 2
Region 3
Region 4
Region 5
Region 6
Region 7

Legend

City
Interstate
Primary Road
Water
Regions in Non-Study Area
Continental US

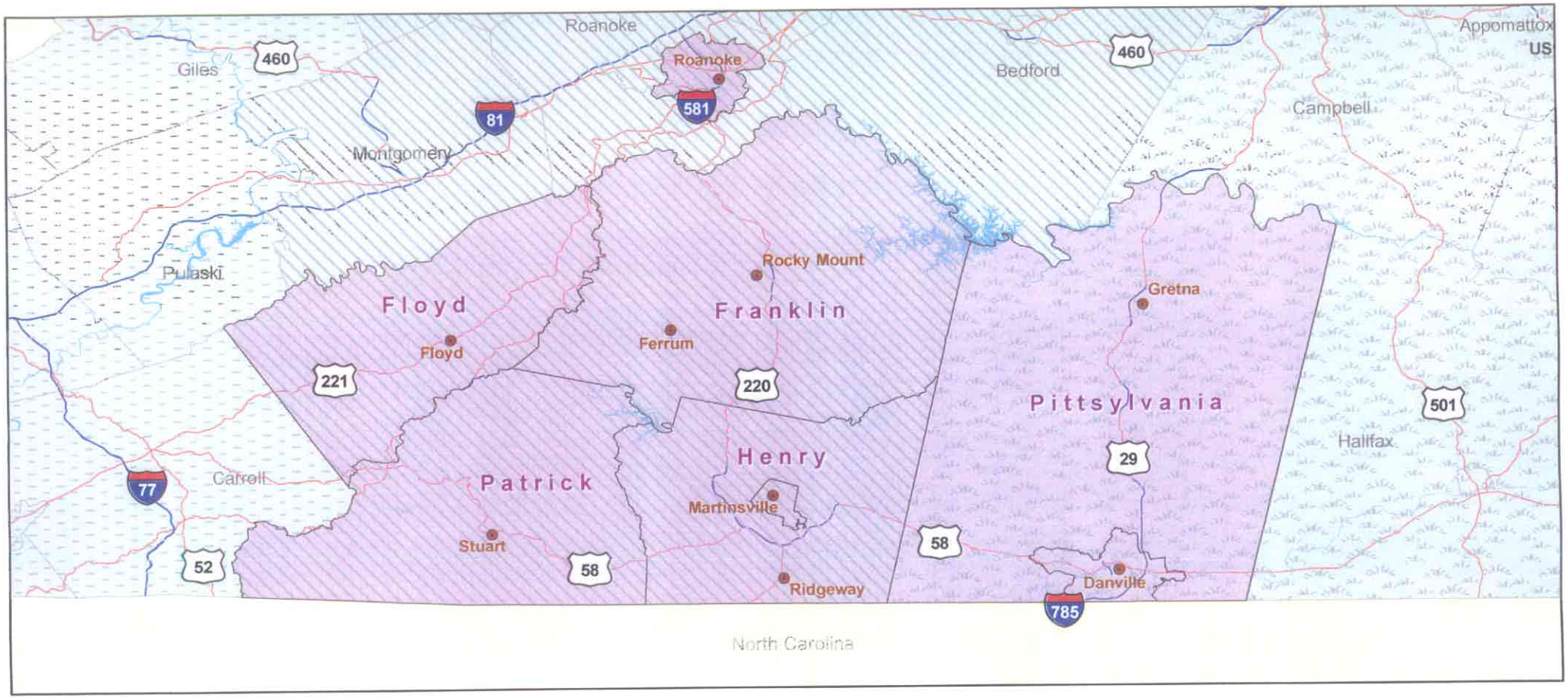
0 3.5 7 14 21 28 Miles

Kimball
L. Robert Kimball & Associates

Source: ESRI Shapefiles for Arc GIS 8
Date: 11 FEB 02, JJC
Version Number: 2.1.2

ATTACHMENT 10

Commonwealth of Virginia Wireless Consulting - Blue Ridge Region



Blue Ridge - Agencies

Danville - Est. Pop. 50076

Franklin County - Est. Pop. 45868

Martinsville - Est. Pop. 14757

Pittsylvania County - Est. Pop. 56930

Floyd County - Est. Pop. 13415

Henry County - Est. Pop. 55424

Patrick County - Est. Pop. 18659

Roanoke - Est. Pop. 92707

Commonwealth of Virginia Project Management Regions

Region 1
Region 2
Region 3
Region 4
Region 5
Region 6
Region 7

Legend

City
Interstate
Primary Road
Water
Regions in Non-Study Area
Continental US

0 2.5 5 10 15 20 Miles

Kimball
L. Robert Kimball & Associates

Source: ESRI Shapefiles for Arc GIS 8
Date: 11 FEB 02, JJC
Version Number: 2.1.2

ATTACHMENT 11